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The Solicitors' Journal.

LONDON, APRIL 15, 1865.

THE METROPOLITAN HOUSELESS POOR ACT, 1865, now before Parliament, proposes to continue the provisions of the Act of 1864, and was prepared and brought in by Mr. Villiers and Viscount Enfield only a few days before that Act expired. As originally framed the new Act was to have very little more effect than consisted in extending the provisions of the Act of last year until Lady Day, 1865, and we must confess to having felt some surprise on this score until we saw the result of last week's debate. The failure of the previous Act being notorious, the country was entitled to have accorded to it some better measure of justice than would be comprised in the re-enactment of an abortive scheme, and the two principal additions which have been made to the bill appear to go a great way towards giving to all persons, whose title to be saved from starvation consists only in their having no money and not having committed any offence, that temporary food and shelter which their destitution requires. The first of these important clauses makes it the business of the police to assist in every way in their power in bringing the needy person to the place where relief is provided, and the second makes it imperative on the guardians to admit any poor or destitute person applying for relief within certain hours. The two clauses are as follows:—

1. "Any constable of the metropolitan police, or of the police of the city of London, may personally conduct any destitute wayfarer, wanderer, or foundling, and other destitute persons, not having committed or being charged with any offence punishable by law within the knowledge of such constable, to any wards or other places of reception approved of by the Poor Law Board under the said Act or this Act; and every such wayfarer, wanderer, or foundling, shall, if there be room in such wards or other places of reception, be temporarily relieved therein."

2. "The guardians of every union or parish referred to in the said Act shall admit without delay, either to the workhouse or to the wards or places of reception provided under the said Act, every poor and other destitute person who shall apply to be admitted during the hours between six o'clock in the evening and eight in the morning in the months between October and March inclusive, and during the hours between eight o'clock in the evening and eight o'clock in the morning in the months between April and September inclusive, and who shall not have applied in the same parish during thirty days previously; and the guardians shall cause to be furnished to every poor person so admitted such relief under such conditions as the Poor Law Board, under general order, shall direct."

Without these clauses the bill would have proved of little or no service to the public, and, in fact, must have been as inoperative as was that of last year; but the principal attraction, and one which many must have foreseen to be necessary, consisted in making the Act permanent, instead of simply extending its provisions for a year. One of the chief reasons for the failure of the Houseless Poor Act of last session was to be found in this very shortness of its duration. Guardians considered it worth neither the trouble nor the expense to provide extra wards for the reception of vagrants which would not or might not be required longer than twelve months, besides the inclement weather would not last long, and the refuges were providing for several thousands, and so they hoped to "tide over" the extreme pressure until their own wards would accommodate all applicants. Moreover, the Act was permissive and not compulsory, and we have already* expressed our opinion that it could not, in that form, ever be effectual. Under the Act as now passed the police will convey to the place of relief all those who are unable or unwilling to apply for themselves, and the guardians will have no right any longer to shirk their responsibility on any ground whatever.

IF IT WERE NECESSARY for us to justify a remark we recently made on the subject of trials for infanticide, which, although inapplicable, as was pointed out by one of our correspondents, to the particular case, referred to a feeling notoriously prevalent on every circuit in England, we should not have to go far to look for a notable instance. The Recorder of London is reported to have said, in his charge to the grand jury at the opening of the April session of the Central Criminal Court—

> There are two charges of wilful murder, and they are both cases in which a mother is charged with the wilful murder of her newly-born infant. This class of case has, unfortunately, for the last few months been very frequently brought before the Court, and, if one were to judge from the number of coroners' inquisitions, it is a crime very much on the increase; but, on the other hand, to judge from the verdicts returned from this court, it is a crime that is never committed. I do not remember a single case in which, by a coroner's inquisition, a woman has stood charged with such an offence that a verdict of guilty has been returned by the jury. It evidently shows some fault in the law, or some irregularity in the administration of it; and is, I think, a matter which calls for some serious investigation, with a view to making the law more perfect. There is no doubt such a charge is difficult to prove satisfactorily, but nevertheless I think that some alteration ought to be made to make the law more effective. The evidence in the cases I have alluded to will, no doubt, be of the usual character, and there will, I think, be no doubt that the accused were the mothers of the deceased children, and it will be for the grand jury to say whether the death was caused by the acts of the mother, and if so, it will be their duty to return true bills.

That the feeling thus pointedly referred to by the learned Recorder exists to an extent which renders it practically impossible to obtain a verdict against any prisoner charged with this crime is matter of notoriety, and we are thus amply confirmed in the remarks we recently had occasion to make, and, however much we may lament the tendency of judges, counsel, jurymen, and everyone else concerned, to combine to prevent the due enforcement of the law, and, however much we may consider that in cases of this description the power of juries is very much abused, still the fact remains, and gives rise to a most important inquiry. Why is this tendency shown? Is it simply a foolish and weak sympathy with the weaker sex, not arising from any defect in the law itself, or is the law so hard and unjust that the common sense of the community revolts against it? We are inclined to the former supposition, and think that it would be very desirable that this crime should be put down with a strong hand.

But then the question remains, How to do it? It is useless for us to say—true though it be—that juries abuse their powers in this respect; because, since the abolition of the writ of attaint juries are, in criminal cases, absolute masters of the situation. Suppose, for instance, that it were possible to pass a law requiring juries to act on a slighter degree of proof in these cases than at present, those who have seen how the most cogent evidence is habitually disregarded by the jury will know that it would be difficult to say that this would have the desired effect, or that, so long as anything beyond suspicion is required, it would be possible satisfactorily to draw the line. Besides, who is to say that different evidence is

* 9 Sol. Jour. 369.

to be required in cases where women are charged than in those where men are the suspected persons; or that the gravity of the offence, as requiring cogency of proof, is not entitled to more weight than the difficulty of proof as inciting to laxity?

Are we then to say that, because the present difficulties arise from a mere *sentiment*, they cannot be touched by any legislation, but must be left to the spread of education, which will, we may well suppose, induce among the class of men from whom jurors in criminal cases are ordinarily taken, a greater sense of responsibility and impartiality? The answer to that suggestion is found in the fact that the judges, and even the prosecuting counsel themselves, are enlisted on the same side. We believe that it is the old story of the victuallers' pewter pots over again; the punishment is thought too severe; lighten the punishment, and you remove the cause of the evil complained of, and with it the effect.

We hope soon to return to this subject, and propose to take an early opportunity of explaining at greater length our views on a matter which is assuming the proportions of a national difficulty.

OUR READERS will be sorry to learn that one of the most noted *habitués* of our courts of equity will be seen there no longer. Miss Flight, well known to the readers of Dickens, better still to all equity barristers and solicitors, fell down dead in the Middle Temple this week. Though the account given of her by the eminent humourist above mentioned was more or less a pen-and-ink sketch from fancy, and some of the accounts which we have seen of her even in grave periodicals are absurdly exaggerated, still she was an appendage to the Court of Chancery too remarkable and long-standing to be permitted to pass away without a notice. It is not, so far as we know, true that she ever stopped a judge on the bench in course of delivering judgment, or exclaimed, "Oh, you vile man! oh, you wicked man! Give me my property! I will issue a *mandamus* and have your *habeas corpus!*" nor did we ever see a seat provided for her "beside the bar;" but it certainly is the case that she was constantly to be seen fingering dirty papers tied up with faded tape, assaying to commence, generally when the judge rose for luncheon, some unintelligible motion, or shaking her lean fist stealthily and in silence at him when she supposed that he was not looking that way. She had not, so far as we could perceive, any preference for or prejudice against any particular judge; in each court her proceedings were alike, and she distributed her attendance with no obvious partiality. What the mystery was between Miss Flight and the Bar no one can tell; she may have been the embodiment of a peculiar wrong, or the last representative of a superannuated servant; perhaps she was pensioned merely out of some stray idea of benevolence. However that may be, it is true that she received from the right learned Middle Temple a sum of — shillings per week, which she added to a sum of — shillings received from the right learned Inner Temple, and so she supported life. But why the learned of the law gave something for nothing, and were considerate of, and even respectful to, the little woman, let no man inquire. She has gone, and few of those who know aught of her history will grudge her a word of regret.

THE SOLICITOR-GENERAL FOR SCOTLAND, Mr. Young, has come forward as a candidate for the representation of the Wigton Burghs, in the room of Sir William Dunbar, who retires from Parliament in consequence of having been appointed Chairman of the Board of Audit. In his extremely well-conceived and well-expressed address to the electors, Mr. Young says:—

You are aware that, as one of the law officers for Scotland, I am connected with the present Government under which your late representative held office, and it is, therefore, almost unnecessary for me to state to you that my political opinions accord with his, and that I am sincerely attached to the principles which the great Liberal party, both in and out of office, has ever consistently maintained.

You are also aware that I am a practising member of the Scotch bar; and I may, I trust, be permitted to say that I am the more gratified by the request to present myself as a candidate for your suffrages, because I believe that I am in a great measure indebted for the honour to the position which it has been my fortune to attain in my profession. I have always thought it unfortunate for Scotland and the law of Scotland, that few members of the bar, who are actively engaged in the practice of our courts, are in Parliament; and should you return me as your representative, I shall believe that you do so in the expectation that, in my present professional position, I may be serviceable to you and the country in Parliament, and I shall anxiously endeavour not to disappoint you.

The learned gentleman was called to the Scotch bar in 1840, and his professional career has ever since, we are informed, been one of uninterrupted success. He is an able and fluent speaker, and we doubt not he will be found a great acquisition both by the Government and by the House of Commons. The election takes place to-day.

MR. BRETT, Q.C., whose candidature for the borough of Rochdale at the ensuing general election we have already announced,* has issued an address to the electors, in which, after a grateful tribute to the memory of the late member, he announces himself as a candidate for election to fill the present vacancy. The election takes place to-day.

THE LORD CHANCELLOR will, on this morning, being the first day of Easter term, give his customary reception to the judges and other dignitaries learned in the law.

MR. JUSTICE WILLES has hastened to correct a misreport of one of his remarks, which had given rise to some dissatisfaction in the North. The learned judge was reported to have said, in the course of a poaching case, tried before him at Leeds the other day, that "far too many of such cases were sent to the assizes, and that the magistrates, who had ample powers to deal with them, would do well to wash their dirty linen at home." He now explains, in answer to complaints that have reached him, that what he said, or meant to say, was that, except in the case of old offenders, or actual violence to the keepers, magistrates would, in his opinion, do well to dispose of game cases summarily; and that if that were done in such cases as the one before him, the keepers' "dirty linen might be washed at home." He did not, he adds, apply that or any other disrespectful expression to the magistrates.

THE CASE OF THE BISHOP OF NATAL.

(*Continued from p.* 476.)

We have so far expressed our opinion as to the effect of the judgment upon the *status*, rights, and duties, of the colonial bishops. We now pass to the consideration of the case of the clergy.

We do not think that the judgment of the Privy Council leaves the clergy at Cape Town or Natal, who have submitted themselves to the spiritual authority of their ordinaries, free to obey or disobey them at their pleasure.

If this were so, then the decision in *Long* v. *The Bishop of Cape Town* would have been overruled by the present judgment, whereas its authority is especially recognised—"The subject was considered by the Judicial Committee, in the case of *Long* v. *The Bishop of Cape Town*, and we adhere to the principles there laid down."

We will recall to the minds of our readers the facts in *Long* v. *The Bishop of Cape Town*. The case is reported 1 Moo. P. C. C. N. S. 411; 11 W. R. 900.

Mr. Long was a clergyman of the Church of England, holding an incumbency within the limits of the diocese

* 8 Sol. Jour. 609.

of the Bishop of Cape Town. On his appointment to the incumbency, he took an oath of canonical obedience to his bishop. Subsequently the Bishop of Cape Town considered it expedient, for the well being of the Church in the colony, to convene a synod. He summoned Mr. Long to attend the synod, and to take the necessary steps for holding the election of a delegate for his parish, but Mr. Long and his parishoners were opposed to the measure, and Mr. Long did not attend the synod himself, nor did he take any steps to forward the election of a delegate. In consequence of this act of disobedience, the Bishop, after some preliminary proceedings, pronounced a sentence depriving Mr. Long of his charge, and of all emoluments belonging to the same. Recourse was thereupon had to the Supreme Court of the Cape of Good Hope. The proceedings were in the forms of the Roman-Dutch law, and consisted, as we should say, of a bill for an injunction, on the part of Mr. Long, to restrain the Bishop of Cope Town from executing his sentence, and praying that the plaintiff was entitled, of right, to exercise all the lawful functions of incumbent of his church, and of a cross-bill, on the part of the Bishop of Cape Town, praying that Mr. Long might be restrained by injunction, so long as the sentence of deprivation should remain in force, from occupying the incumbency in question, and also praying a declaration that his (the bishop's) ecclesiastical powers under his letters patent might be lawfully exercised by him. The judges of the Supreme Court decided in favour of the bishop. Mr. Long appealed to the Privy Council, and the decision below was reversed, upon the ground that the bishop had no right, as a bishop of the Church of England, to insist upon Mr. Long's attendance at the synod in question, or upon his taking steps to have a delegate appointed in his parish, and that, as a similar refusal on the part of an incumbent in England would not be an offence for which according to the law of England, he could be suspended or deprived, Mr. Long's conduct did not involve a deprivation of his incumbency. The judicial committee also expressed their opinion that the Anglican Church, in a colony where the Church of England was not established, was in the position of a voluntary society, and that a clergyman there might, if he pleased, enter into any contract with his bishop as to discipline which he might think fit; that the bishop might pronounce a spiritual sentence against him, but that the enforcement of such sentence rested with the civil courts, who were bound to consider its validity.

The result of this decision was that, as regards an Anglican clergyman in a colonial settlement where the Church of England is not established, the oath of canonical obedience, taken by him to his ordinary, implies that he is bound to render to him all such duty as a clergyman in England is bound to pay to the bishop of his diocese; but that, if he chooses to place himself, by way of contract, under any additional terms by submission to his ordinary, he may lawfully do so; and further, that, in expounding the terms upon which such a clergyman holds any church property, the civil courts in the colony are bound to recognise the position in which he has voluntarily placed himself. It is consistent with this judgment, though not laid therein, to hold that if it had been proved, as a matter of fact, that Mr. Long had agreed with the Bishop of Cape Town to attend the synod, which, according to the ecclesiastical law of England, the bishop had no power to convene, he would have been rightly enjoined from continuing in the enjoyment of his benefice so long as he refused to obey his bishop, though it might perhaps be that such refusal would, even in that case, only have subjected him to a civil action. The difference between an Anglican clergyman in England and in a colonial settlement where the Church is not established, consists in this, that at home a clergyman cannot put himself, by way of contract, in any other relation to his ordinary than that in which the ecclesiastical law of England places him, whereas, in such a colony, he may enter into such terms of submission as he chooses.

The present judgment, which destroys all coercive jurisdiction in the colonial bishops who are appointed in settlements without the sanction of the Colonial Legislatures, does not, in our opinion, in any way affect the principles of the decision of *Long* v. *The Bishop of Cape Town*. It is true that it determines that a bishop so appointed cannot have a legal diocese in the sense in which a bishop has a diocese in this country (that is, as entitling him to exercise coercive jurisdiction over all persons within its limits), or exercise, in his own person, the functions of a judge. But, it expressly declares that his spiritual authority remains. He may still accept the oath of canonical obedience from any clergyman stationed within the limits fixed for the exercise of the episcopal superintendence, who may choose to submit himself to his authority, and then the nature of the contract between the parties will fall to be determined by the civil courts of the colony upon the principles laid down in Mr. Long's case. If no special terms are made, the implied contract is that the parties stand to each other in the relation of Anglican clergyman and Anglican bishop. If any express terms have been arranged, these must be also taken into consideration. In truth the conditions upon which an Anglican clergyman in such a colony is entitled to remain in possession of his benefice, are to be ascertained in the same manner as those upon which a Roman Catholic clergyman or a Wesleyan minister there may hold any property belonging to his denomination of which he may be possessed. The civil courts in the colony must, in each case, discover the terms of the contract between the parties with reference to the rules which govern each particular religious body.

The view of those persons who consider that the recent judgment not only destroys the direct coercive power of the Bishops of Cape Town and Natal over each other and over their clergy, but also all the indirect spirtual authority which properly belongs to their offices, cannot, therefore, in our opinion, be sustained. They think that if the Bishop of Natal should return to his bishopric, as he proposes to do, the clergy will be at liberty to treat him with contempt, and to decline to obey those directions which, in the lawful exercise of his spiritual authority, he may think fit to issue to them. We consider that this result by no means follows from the judgment. The question, whether such clergy are entitled to hold any church property which they possess free from all obligations as regards the oath of canonical obedience which they have taken to their bishop, will be a question for the civil courts at Natal to determine; and it will, we think, be difficult, after the decision of the Privy Council in the case of *Long* v. *The Bishop of Cape Town* (which was an appeal from the civil courts at the Cape), for the judges at Natal, so long as the letters patent granted by the Crown to Dr. Colenso are unrecalled, to decline to recognise him as the Bishop of Natal, and to enforce the contract which has been impliedly entered into between him and the clergy who have voluntarily submitted themselves to his authority as their ordinary. There would, further, be this element in the case which was absent in *Long* v. *Bishop of Cape Town*, that, when the Bishop of Natal's letters patent were granted, Natal had not, like the Cape of Good Hope, a parliament of its own, but was simply a colonial settlement governed by a legislative council, a circumstance which appears to have called forth from Chief Justice Harding (of Natal) recently, in court, the remark that Bishop Colenso's patent was "as good law as any in the colony."

All the difficulties which have arisen in these cases, have sprung from the circumstance that these bishops, through the carelessness of the law officers of the Crown, have been appointed by letters patent, granted by the Sovereign as the Head of the Church of England, and that powers have been expressed to be thereby conferred upon them, which are not legally exerciseable in colonies possessing independent legislatures. It certainly is an anomaly that in a body of colonists professing Church

of England principles, the rights and obligations of the bishops should be determinable only by the ecclesiastical law of England, and yet that the relations between the clergy and their ordinaries may be governed by any rules which the parties, by way of contract, may fix as between themselves. We may safely predict that such a state of things will not be permitted to continue. The colonists have three courses before them, and they must make up their minds to adopt some one of them.

Either (and this commends itself to our minds as the most advantageous plan) they may follow the example set them by the people of New Zealand, and found amongst themselves a distinct church, similar to but not part of the Church of England, as directly under the control of the colonial Legislature as the Established Church here is under that of Parliament, but freed from any interference on the part of the Government at home (except such appeal to her Majesty in Council as is inseparable from existence as a colony); or they may create a purely voluntary episcopal society or church in communion with the Church of England (similar to those existing in America and Scotland), governed by its own rules, and relieved from all connection with State property or State interference, and hand over to that body, as has been done in Canada—and earlier still in New York—the public property which was vested in the Anglican church of the colony: or, finally, they may follow the plan which has been adopted by some of the Australian colonies, and sanction the establishment amongst themselves of the National Church of England, the rights and duties of whose members are to be determined by the ecclesiastical law of England, of which the royal supremacy is an essential part. This is a question of equal interest to the laity and the clergy in the colonies. It is, of course, a matter of very deep importance to the laity that the clergy should not enter into any unreasonable compacts with their bishops. We believe that the laity, and many of the clergy in the settlements of Cape Town and Natal, are fully alive to the gravity of the situation, and we may feel sure that they will arrive at such a conclusion upon the subject as will best accord with the spirit of religious liberty which happily prevails at the present day in every part of the Queen's dominions.

COMPENSATION FOR LOSS OF TRADE BY OBSTRUCTION OF PUBLIC ROAD.

If the decisions of English law were graven on brazen tablets and hung in leading streets, as was the case at one time in Rome, the recent decision in *Ricket* v. *The Metropolitan Railway Company*, on which we commented a short time since,* would be very anxiously scanned by London tradesmen, and from its perusal many would turn heavy hearted home. Time was when the fact of a new line of railway, "injuriously affecting" a shopkeeper's premises was cause of rejoicing to the owner, who hoped that the injury to his trade, and loss of profit occasioned by the railway works outside his door would be amply compensated, to say the least of it, by the verdict of a sympathising jury. It seemed, too, that the courts were dealing more and more liberally with the victims of railway invasion, and tradesmen have read in their newspapers, and heard from their solicitors, that the blocking up of one end of a street by a line of railway, may send a wave of compensation along it, and the company be liable for all loss occasioned by the stoppage, even till the ripple could scarcely be seen or felt.

These hopes, if the decision in question is to stand, may now be considered definitively crushed. The case, as our readers are aware, decides that if a railway company, in constructing their railway block up a thoroughfare leading to a shop so as to occasion loss to the shopkeeper in his business, by preventing the passing of customers down the street, the loss of business is not the subject of compensation within the 68th section of the Land Clauses Consolidation Act, 1845.

* 9 Sol. Jour. 409.

We do not think that we need to excuse ourselves for thus recurring to the subject, when it is considered how materially this case alters the law as previously understood, even to the extent of re-establishing the decision, supposed to have been overruled, in *Rex* v. *London Dock Company*, 5 A. & E., 103, adding, by the singular hazard of which our readers are cognizant,* another startling vicissitude to the somewhat chequered course of judicial decision on the subject of compensation for loss of trade by railway obstruction.

We must premise that the cases where part of the claimant's *land is taken* by the company, and cases where *no land is taken*, or, in other words, cases arising under the 63rd and 68th sections of the Land Clauses Compensation Act, 1845, must be most carefully distinguished. Where land is taken the landowner deals with the company at the greatest advantage, and may, under cover of his purchase-money, often obtain compensation for damage which he would fail to obtain under the 68th section. To such cases we do not propose at present to advert; the question in hand deals only with the case of a claimant whose property, though not taken, is "injuriously affected."

The well-known and comprehensive rule that the test in compensation cases is whether the claimant could, but for the company's Act of Parliament, have brought an action for the injury to his property caused by the railway works, must be subject to this limitation—that if the claimant is only damaged in common with the rest of the public, he is entitled to no compensation at all. Thus, although an indictment would lie for fouling a river, it has been decided that a brewer who was accustomed to draw water for his trade from a stream pure before the construction of the works sanctioned by the Act of Parliament, would be entitled to no compensation for such fouling: *Rex* v. *Bristol Dock Company*, 12 East, 429. Where the remedy is by indictment, the Act authorising the works takes that away, and gives nothing in its place. This is intelligible enough. The Crown will not interfere by indictment to stop what the Legislature has declared to be not a nuisance, but a benefit to the public.

But the cases go further. In the *Caledonian Railway Company* v. *Ogilvie*, 2 Macq. 229, the owner of a country house made a claim for compensation for damage to his estate, caused by a railway crossing on a level and close to his gate in the public road, which formed the chief access to his house. He and his visitors were exposed to most of the inconveniences of a turnpike gate whenever they drove out, with the addition of danger from passing trains or frightened horses. Now, though the damage in this case was not different in kind from that experienced by the rest of her Majesty's subjects, it was of course different in degree. Whoever lived in Mr. Ogilvy's house must get accustomed to being stopped when in a hurry to get home, and to being anxious about his daughters riding out on horseback, and his friends driving home from his dinner parties. The House of Lords, however, decided that he was entitled to no compensation. Lord Cranworth, in advising the House in that case, called in question the rule or test of compensation above stated, for he clearly held that the claimant would have had a right of action against the company on account of the obstruction, but said "he was far from admitting that he would have a right of compensation in some cases to which, if the Act of Parliament had not passed, there might have been not only an indictment, but a right of action." But his Lordship said, "Arguing this is a damage to the estate, is a mere play upon words. It is no damage at all to the estate, except that the owner of that estate would oftener have a right of action from time to time."

The reasoning of the noble Lord seems to prove the assumption (said to be prominent in the mind of Lord Chief Justice Erle) that if some such principle did not exist, the Act of Parliament would be worthless, and the whole of the funds of the promoters swallowed up in

* 9 Sol. Jour. 409.

compensation moneys. A somewhat similar idea seems to have been in the minds of the judges who decided *Broadbent* v. *The Imperial Gas Company* in the court of appeal in chancery, when they laid down "that any act other than the erection of permanent works, if properly done in pursuance of the statute, whatever damage it may cause, is sufficiently compensated by the public benefit expected to follow, and is neither the subject of action or compensation.

Most of the late cases, however, seemed to be settling down to a juster and more liberal course. Pressed by the hardships becoming every day more intolerable in this railway-ridden land, yet unable entirely to overrule the decisions of the supreme court, certain fine, yet intelligible, distinctions were taken by the judges. Though obstructed access to a gentleman's house gave no right to compensation, yet they ruled that obstructed access to a shop did, and rendering access less convenient and houses less suitable for shops, still, so far as decisions go, does give such right. The distinction between the three cases is very fine, and, though *Chamberlain* v. *The West-end and Crystal Palace Railway Company*, 10 W. R. 645, 2 Best & Sm. 605, 617, has not been overruled, it is difficult to see how it consists with the *Caledonian Railway Company* v. *Ogilvie*, or *Ricket* v. *The Metropolitan Railway Company*. The plaintiff there was lessee of some houses built and building in the Wandsworth high-road. This road was diverted by the railway company, and ceased to be used as a thoroughfare. The damage as it seemed, though it was not proved, was permanent, which may possibly afford an ingenious counsel a means of distinguishing the case. The houses became less suitable for shops from the decrease of the number of persons who passed them. It was held, and affirmed by the Court of Exchequer Chamber, that the lessee could recover compensation for present and future damage. It was remarked by Chief Justice Erle, in deciding *Ricket* v. *The Metropolitan Railway Company*, that in *Chamberlain's case* there was a specific damage to land, though it must be confessed that "access" and "frontage" involve ideas very closely allied, and that making a street impassable will certainly lower the rents of the shops in it.

In the next case the only question before the Court was whether the compensation awarded by a jury for loss of trade by a temporary obstruction of the thoroughfare was claimable. The full Court agreed that it was, and some of the learned judges expressed their opinion that though it might be that the neighbourhood, and therefore the market value of the house had been improved by the railway, the company could not set off that improvement against the claim for temporary injury (*Senior* v. *The Metropolitan Railway Company*, 2 Hurl & Colt 258; 11 W. R. 836).

In *Cameron* v. *The Charing Cross Railway Company* (16 C. B. N. S. 430; 12 W. R. 803), the Court of Common Pleas simply followed the authority of the two previous cases, "declining to put itself in conflict with courts of co-ordinate jurisdiction," but this case was, as our readers know, reversed without argument after the decision in *Ricket's Case*. We are glad, however, to hear that there is every prospect that that case will be brought before the highest Court of Appeal, and though we cannot think that their lordships have uniformly shown that care for the interests of the public as against the encroachments of statutory monopoly which we might fairly have expected from them, still, we will not believe that they will affirm the principle involved in this decision. Be it remembered that the majority of the Exchequer Chamber in this case expressly laid it down that "although the action would lie, it does not follow that there would be title to compensation; because an action would lie for special damage to a *personal* interest, *but no compensation is given under the statute unless land has been injuriously affected*." It must be acknowledged the line is very difficult to draw, and we cannot think that it has been drawn judiciously in this instance.

Whatever may be said of these cases in point of theory, in point of hardship they are the very strongest against the company. Where a neighbourhood has been compelled by the construction of railway works to buy its baskets of small coal for a few weeks at a new shop, the shopman must be very surly, or the coals very bad, if the old tradesman ever sees all his customers back again. If the connection of ideas were not absurd, we might say that a railway company was *morally* bound to treat these cases liberally. A great landowner can contend up to the House of Lords for his ancestral acres, the owner of the old-established coal shed is easily disposed of. But he loses far more. While the landed proprietor sells of his abundance, the petty shopman is often hopelessly ruined by railway invasion, and he is now told by the Court of Exchequer Chamber that the loss of all his living is not an injury for which he is entitled to any compensation.

CONVEYANCERS' (IRELAND) ACT.

The statute-book of the last session of Parliament (27 & 28 Vict.) contains a chapter of three sections which, leaving no room for doubt as to their meaning, will probably, by relieving the legal tribunals of the sister country of much unproductive litigation, acquire the reputation the great Lord Nottingham anticipated for the famous Statute of Frauds when he said of it "that every line was worth a subsidy." That chapter, diminutive though it be, is one of great public importance, and will, no doubt, prove of almost universal benefit in Ireland. If it be not within the actual experience of every individual, few will have any difficulty in satisfying themselves that fortunes have been spent in seeking judicial interpretations of the title deeds to valuable estates, or of instruments dealing with trust moneys or other chattel property of large amount, while the smaller possessions of humbler people have afforded still more frequent subjects of disagreement, and of reference for the decision of the courts.

It will require but slight reflection upon the facts to convince men that the Legislature, by a strange oversight, has hitherto conduced largely to these deplorable results of the transmission of property by informal or equivocal instruments.

The Stamp Act of the 16 & 17 Vict. (c. 63), following the provisions of an English Act, required every person in Ireland, who, for in expectation of any kind of remuneration, should act in the character of a conveyancer, special pleader, draftsman in equity, or otherwise, to take out a stamped certificate for the purpose; but it was oblivious of this difference between the persons so acting in the two countries—namely, that conveyancers, special pleaders, and draftsmen in equity were, in England, a recognised class of practitioners, sanctioned by some of the Inns of Court, and skilled in the services which they rendered, while, in Ireland, a person of no education or aptitude for such avocations, and of any *status* or *sex* even, was competent to take out the stamped certificate, and adopt the rank and title of a conveyancer. So that the Legislature apparently, if not actually, accredited any person, howsoever illiterate and unfit, in Ireland, who could afford to pay an annual duty of £8, under the name of conveyancer, for the discharge of perhaps the most important and most confidential of all an educated lawyer's duties. Nor was this all; it enabled such persons, by a trifling annual payment, to enter into monetary competition—which is the strongest recommendation to most men—with those who had properly qualified at a large cost, both in outlay and abstinence, and by years of severe study.

It is not surprising, then, that the neighbouring island has been deeply involved in noxious litigation and pecuniary embarrassment in settling the rights of property.

A new state of things, however, is introduced by the 8th chapter of the enactments of last session, which has recently come into operation, and, after alleging that "it is expedient to amend the laws relating to conveyancers,

special pleaders, and draftsmen in equity, in Ireland," provides, by the 2nd section, that no such stamped certificate as above alluded to shall lawfully be granted or issued by the Commissioners of Inland Revenue, or any of their officers, to any person who shall not leave with them an order of the benchers of the King's Inns at Dublin, granting him permission, on being satisfied of his qualification and fitness, as defined by rules to be prepared by them, to take out such stamped certificate; saving, however, the vested rights of a few persons who were legally qualified and acting as conveyancers on the 11th January, 1864.

The 3rd section imposes a penalty of not more than £20, nor less than £5, for each offence against the Act, which may be recovered by any person suing or prosecuting for the same.

This is a change which has not come one day too early, and it is to be hoped that the benchers to whose care the issue of orders for certificates has been committed will jealously guard the public interests, and promulgate rules that will secure a proper and fit preparation for the discharge of those functions in an honourable and efficient manner, and so as to reduce to a minimum the hitherto exhausting litigation upon the construction of written instruments.

But whether a new and competent body of practitioners be accredited or not, it is understood that the various law societies in the metropolis and the provinces of Ireland have resolved to put a stop to the trade in conveyancing carried on by unqualified persons, and to prosecute in every case where an offence against the late Act comes to their knowledge.

ATTORNEYS' CERTIFICATE TAX.

The following proposed form of petition to Parliament for the remission of the tax has been issued, and seems well adapted for the purpose:—

"To, &c.

"The Humble Petition of

"Sheweth—For many years prior to the year 1853, attorneys, solicitors, and proctors were subjected to the following taxation specially imposed on them, namely, 1st, to a stamp duty of £120 on their articles of clerkship; 2nd, to a stamp duty of £25 on their admission into the profession; and 3rd, to a tax on an annual certificate, without which they could not lawfully practise in their profession. £12 was the annual certificate tax on those who practised in London, and £8 on those who practised only in the provinces, and one-half the tax was remitted in favour of those who had not been admitted for three years.

"In the whole range of special taxation of a class, there is no other instance of this threefold taxation. One class may be taxed, like the attorneys, solicitors, and proctors, on their articles of clerkship, or indentures of apprenticeship; another class on being admitted to their profession or calling; and another class on annual certificates enabling them to carry on their callings, as auctioneers, pawnbrokers, hawkers, or pedlars; but attorneys, solicitors, and proctors alone are subject to all these three kinds of taxation.

"In the year 1853, the stamp duty on articles was reduced by one-third, namely, from £120 to £80, and the annual certificate tax by one-fourth, namely from £12 to £9 in London, and from £8 to £6 in the provinces.

"Your petitioners now desire respectfullv to state their reasons for desiring that they may be entirely relieved from the payment of the annual certificate tax.

"The annual certificate tax was imposed in the year 1785 to make up an expected deficiency in the Shop Tax. The Shop Tax has long been repealed; but the tax in aid of it has been continued to the present day.

"In England and Wales this taxation amounts in the aggregate to upwards of £68,000 per annum.

"The Annual Certificate Tax is a grevious and oppressive infliction on a large class of deserving practitioners, the profits of whose business is of small amount. By many recent changes in the law, and the practice of the courts, the emoluments of attroneys and solicitors have been greatly diminished. A very large proportion of attroneys and solicitors do not derive as much as £200 a-year from their profession, but they are nevertheless compelled to pay this onerous tax, which, in London, is equal to an income-tax of 6d. in the pound on £360 a-year, and in the provinces, to an income-tax on £240 a-year, and to pay the income-tax as well, and they are not exempted from any of the taxation imposed on the general public.

"The profession to which your petitioners belong is an honourable one, and every person before he is permitted to enter into articles of clerkship, is subjected to an educational test of a stringent character, and before admission, to two examinations in the principles and practise of the law.

"An exclusive right to practise their profession, is conferred on members of the bar, and on members of the College of Physicans and Surgeons, yet they are not subjected to a special annual taxation like that which is imposed on your petitioners.

"Your petitioners therefore humbly pray your honourable House that the annual dutv on certificates of attorneys, solicitors, and proctors, may be wholly abolished.

"And your petitioners will ever pray, &c."

COMMON LAW.

GUARANTEE—CONCEALMENT FROM SURETY OF MATERIAL FACT—FRAUD.

Lee and Another v. *Jones*, Ex. Ch. 13 W. R. 318.

In this case the often-raised question as to the effect of the undue concealment of material facts upon an ordinary contract, has once more been fully discussed, and the judgments of the members of the Exchequer Chamber upon the subject are well worth a careful perusal.

The facts were very simple, and in order to render our remarks upon the decision intelligible, it is necessary briefly to state them. James Packer was commission agent of the plaintiffs, selling goods which they supplied, and receiving payment on their behalf. It was his duty to pay over all money received by him from customers within six days, and he also was in the habit of giving bills to the plaintiffs for the amount of goods delivered by them to him. The payments made by him from time to time were credited upon his bills. On his original appointment Packer's mother became surety to the plaintiffs to the amount of £300. In process of time his accounts having fallen somewhat into arrear, the plaintiffs demanded some further security from him. He was then indebted to them to the amount of £1,332, which he had received as their agent. There was, however, no evidence that they knew he had received it. In consequence of their demand he requested the defendant (and several other persons, co-sureties with him) to become surety for him for an additional sum of £300. The defendant's consent having been obtained, the agreement sued on was prepared by the plaintiffs, and except in so far as it was expressed on the face of it, to secure a *supplemental* sum of money, it was silent on the circumstance that Packer was already largely in the plaintiffs' debt. The defendant signed the agreement without making any inquiry of the plaintiffs as to the exact position of Packer, and they made no communication to him. An action having been commenced against the sureties on the guarantee, the defendant pleaded that there had been a fraudulent concealment of material facts from him. The jury thought the plea proved, and returned a verdict in his favour, which was upheld by the Court of Common Pleas. Their judgment has now been confirmed in the Exchequer Chamber.

The judgment proceeded on the ground that, looking at all the circumstances, the jury were right in inferring the existence, not merely of innocent silence, but, to use the language of Shee, J., of "a studied effort to conceal the truth." The handing of the agreement to the defendant for his signature really amounted to a representation that there was nothing out of the ordinary course of affairs in the relationship of the plaintiffs and Packer, whereas, in truth, Packer was much more in arrear in his accounts than might naturally have been expected in the case of a *del credere* agent. This was the point wherein the principal case was distinguishable from

Hamilton v. *Watson*, 12 Cl. & Fin. 118. There "the transaction," says Blackburn, J., "was a security for a *banker's* cash account, and the decision of the House of Lords was, that in such a case it might be so naturally expected that the proposed principal had already overdrawn his account, that there was no evidence of a representation that he had not." But in *Smith* v. *The Bank of Scotland*, 1 Dow. 272, where the security was given for the good behaviour of a bank agent, it was held that an allegation that the bank knew that he had misconducted himself previously, and concealed that fact from the sureties, ought to have been admitted to proof. Silence in such a case could not be innocent, for the very application for security amounted, in the opinion of Lord Eldon, to a "holding him forth to the sureties as a trustworthy person." It was not likely they would guess that the bank would continue a dishonest or untrustworthy servant in their service. Whether concealment is fraudulent or innocent seems, in all these case, to depend on the nature of the transaction. Silence and concealment become "undue" whenever the fact withheld is one of which the surety is sure, or nearly sure, to be wholly ignorant. If it is a fact, however, of which he, as a reasonable man of business, ought to know the existence, then the creditor need say nothing about it. He is not bound to disclose everything. The surety usually finds out all he wants to know from the principal debtor, and contracts of guarantee would become very rare indeed if the creditor had to communicate to the proposed sureties all the details of his dealings with the principal.

Non-disclosure, therefore, of a material fact does not, as a matter of course, vitiate a contract of guarantee; and it is this which distinguishes it from a contract of insurance, which would be vitiated, according to mercantile usage, by such non-disclosure, however innocent. This distinction was expressly established in *The North British Insurance Company* v. *Lloyd*, 10 Exch. 523, where Pollock, C.B., corrected an erroneous *dictum* of Lord Truro in *Owen* v. *Homan*, 3 M. & G. 373 (following *dicta* of Bayley, Holroyd, and Littledale, JJ., in *Pidcock* v. *Bishop*, 3 B. & C. 605), to the effect that the two contracts were on the same footing. "It seems to us," said the Chief Baron, "an incorrect proposition that the same rule prevails in the case of guarantees as in assurances upon ships or lives, in which it is a settled rule that all material circumstances known to the assured are to be disclosed, though there be no fraud in the concealment. This is peculiar to the nature of such contract, in which, in general, the assured knows, and the underwriter does not know, the circumstances of the voyage or the state of health." In a guarantee, on the other hand, the guarantor usually does know the circumstances of the person for whom he stands surety; and it is only when there is something unusual in those circumstances unknown to him, but known to the creditor, that it becomes the duty of the latter to make a full disclosure.

It is singular that neither in the arguments nor the judgment in the principal case, there is any mention of the case of *Wythes* v. *Labouchere*, 3 De G. & J. 593. There Lord Chelmsford held that it is not a consequence of the relation of principal and surety that the creditor, without any inquiry on the part of the surety, should acquaint him with every circumstance affecting the credit of the debtor, or of any matter unconnected with the transaction in which he is about to engage, which may render it hazardous. At first sight, this decision appears somewhat difficult to reconcile with the present one; but the principle of both is the same. In *Wythes* v. *Labouchere* there were many circumstances which ought to have set the surety upon inquiry. In the principal case (in the opinion of the majority of the Court), there were none. In the former case, moreover, the creditor and surety never came into communication with each other, directly or indirectly, in the transaction. "If the plaintiff" (the surety), said Lord Chelmsford, "had applied to the bankers (the creditors), and they had given him a false account of the transactions between them and M'Gregor (the principal debtor), the plaintiff would have been entitled to be relieved of his suretyship. Now, in the principal case, there *was* some communication, though not personal, between the parties. The creditor drew up the agreement, which was afterwards submitted to the surety for signature. A suppression in that document of a most material fact (and one which would probably have induced the surety to decline entering into the contract at all) was, in our opinion, rightly considered as evidence of fraud.

Two learned judges, however (Pollock, C. B., and Bramwell, B.), held that the plaintiffs were entitled to recover. Bramwell, B. seems to have considered that the defendant should have made more inquiries, and deserved to suffer for his default in not so doing; and the Chief Baron's judgment proceeds on the same ground and also on the assumption that the plaintiffs never had any communication of any sort with the surety. "There was no representation at all, and, therefore, there could be no misrepresentation; and as to concealment, the plaintiffs never undertook to make any disclosure; and in my judgment, were not under any legal or moral obligation to make any disclosure under the circumstances." While, however, thus coming to a different conclusion upon the facts of the case, neither of the dissentient judges threw any doubt upon the *principles* by which contracts of guarantee should be governed. The effect of the decision of the Court will probably be that in future creditors will be more frank than heretofore in their communications with the surety, as to the relations existing between themselves and the principal debtor. It cannot be said that any of the previous cases have been overruled, but the decision in *Wythes* v. *Labouchere* has certainly been modified. It would now be hardly safe for a creditor to leave the surety in ignorance of any matter which would make the acceptance of the suretyship *hazardous*. We regret that that case was not referred to in the Exchequer Chamber. Had the attention of the court been drawn to it, the judgment would have been more satisfactory and conclusive.

COURTS.

COURT OF ARCHES.

(Before Dr. ROBERTSON, Surrogate.)

April 10.—The learned Surrogate sat to-day for Dr. Lushington, Dean of Arches, who was prevented from attending by indisposition.

Kilson v. *The Rev. George Drury.—The Doings at Norwich Monastery.*—This case was again mentioned. The promoter of the suit, the secretary of the Bishop of Norwich, had complained that the Rev. Mr. Drury had celebrated Divine service at the Norwich Monastery, and had taken part in the proceedings of Brother Ignatius, the same being an unlicensed place. On the hearing of the matter it was alleged that the interference was of a harsh character, but on the part of the bishop it was declared that former proceedings had been adopted against Mr. Drury and withdrawn on his submission. As a further offence had been committed, the bishop was determined to obtain a sentence. On that occasion sentence was pronounced, and the defendant condemned in the costs and admonished.

On the part of the Bishop of Norwich it was now proposed to file a monition on Mr. Drury to refrain from similar practices at the monastery on pain of further proceedings.

The learned Surrogate granted the application, and the next question will be the costs of the suit. The Rev. Mr. Drury was admonished as to his future conduct at the monastery.

COURT OF BANKRUPTCY.

(Before Mr. Registrar ROCHE.)

April 12.—*In re Edward Maniere.*—This bankrupt practised as an attorney and solicitor at 31, Bedford-row, and recently * passed his examination upon accounts disclosing debts and liabilities to the extent of £23,485, the order of discharge being adjourned with a view to an offer being made to creditors, and the case taken out of court.

* 9 Sol. Jour. 328

A meeting to consider a proposal for payment by the bankrupt of a composition of 5s. in the pound was now held, and it was resolved by creditors to the amount of £13,000 to accept the proposed composition and take the case out of court under the 185th section.

Mr. *Chidley* appeared on behalf of the assignees, and upon his application a day was named for application to be made to the Court to confirm the resolution.

CENTRAL CRIMINAL COURT.

The April session of this Court was opened on Monday last at ten o'clock. The commissioners present at the commencement of the business were—The Recorder, Aldermen Sir Robert Carden, Abbiss, Mechi, Lusk, and Stone, Mr. Alderman and Sheriff Dakin, Mr. Alderman and Sheriff Besley, Mr. Under-Sheriff Nicholson, and Mr. Under-Sheriff De Jersey. The following magistrates of the City of London, whose names were upon the *rota* for attendance to act as second commissioners, also assisted during the day in discharging their judicial functions:—Aldermen Copeland, Challis, Finnis, and Phillips.

The first edition of the calendar contains the names of 165 prisoners, a much larger number than ordinary; but this is principally to be attributed to the fact of nearly seven weeks having elapsed since the adjournment of the Court, the learned judges having been engaged during that interval in attending their respective circuits. Of this number 72 are committed from the City of London, 72 from Middlesex, 4 from Essex, 14 from Kent, and 3 from the county of Surrey. The offences are thus classified:—Homicide, 3; arson, 1; assaults of various kinds, 5; bigamy, 2; burglary, &c., 30; uttering counterfeit coin, 32; larceny and embezzlement, 71; sending a threatening letter, 1; forgery, 8; perjury, 2; unclassed misdemeanours, 11.

GENERAL CORRESPONDENCE.

Prisoners' Evidence Bill.

Sir,—Favour me with space for a few remarks as to the Prisoner's Evidence Bill. This subject is one of great importance to our criminal jurisprudence. All practitioners seem to be agreed that the present system requires some alteration. Though a diversity of views exist, yet matters are far from satisfactory. Personally I cannot boast of much criminal experience, still I have given some attention to this subject. It may seem egotistic on my part to follow Dr. Waddilove and Mr. Blundell, but I venture to do so.

The chief object of this bill is to let in the *prisoners' evidence*. No doubt this is open to many objections and many dangers. Hard swearing may be expected, and cunning suggestions on both sides. All this attends the evidence of the parties to a civil suit. These objections have long been looked at and rejected by the public. What is felt to be unfair is, to receive the prosecutor's and to reject the prisoner's evidence. Fine definitions as to the objects of a trial are not, as it seems to me, of much use. A trial is simply what it purports to be—*i. e.*, an examination of the charge against the prisoner. The whole object of the thing is, as Chief Baron Pollock has remarked, to get at the facts. How can we expect to attain this object by the present system? It has long been tried, and it is found to be inadequate to many cases. This is especially true as to cases of circumstantial evidence.

I feel, sir, that it becomes me to express my views with *great deference*, and I wish to be understood as so doing, still, these views have substantially been held and propounded by the philosopher Bentham. It is one thing to make it compulsory on a prisoner to give evidence, and another to give him the discretion. What I beg leave to contend for is that it should be open to a prisoner to be examined. In some cases he is the only person who can explain the circumstances of the charge, as in the case of *The Queen* v. *Muller*. Had the law permitted, and could that prisoner have accounted for his walk home, an acquittal must have followed. There are other branches of this subject to which, on another occasion, I may say a few words. Let me say that the French mode has no claim upon my sympathies as an Englishman. Still, it suggests the right of asking a prisoner to explain the case against him. This is a point to which I ask the especial attention of your readers. If a prisoner is obstinate and will not assist his judges, the fault of a miscarriage is, to some extent at least, his own. At all events, it is, as it seems, the duty of the community to devise every reasonable method of getting out the facts. It is felt by many—and I think rightly so, that a prisoner is now placed at a great disadvantage. Now if that is so, the principle of this bill is manifest, as of course is obvious. A good deal of learning is brought to this discussion, but the whole subject is really very simple. This I say with all respect for your correspondents.

J. Culverhouse.

April 10.

Sir,—With reference to this subject the following extract from an old number of a well-known periodical, whose wit, like that of the old court fools, is not always folly, may be interesting to your readers:—

"Two Criminal Trials.

Scene—*An English Court of Justice.*

The Law. Prisoner, don't plead guilty. How do you know whether a case can be made out against you?

Prisoner. Thank you, my lord, but as I did it—

The Law. Be silent, my good man. How do you know you did it—did what your offence is said to be?

Witness. My lord, he did take—

The Law. Be very careful, sir. Remember your oath. How do you know that it was this man?

Witness. I have known him, I should think, for—

The Law. Never mind what you think. Did you see him take the thing?

Witness. I was walking—

The Law. Who asked whether you were walking, or riding, or flying, or crawling on your stomach? Answer the question. Did you see him?

Witness. Yes, my lord.

The Law. Was it at night or in the day?

Witness. At night.

The Law. Can you see in the dark?

Witness. There was a moon, my lord.

The Law. Of course there was; but did it shine?

Witness. Very brightly.

The Law. You can swear that it was he, and no one else?

Witness. Yes, my lord.

The Law. Do you know that he has a brother very like him?

Witness. It wasn't his brother, my lord.

The Law. Answer the question, or you'll get into trouble. Do you know the fact that his brother is very like him?

Witness. He is not so very like, my lord.

The Law. How dare you say that? It is only your opinion. Will you swear that there was light enough to enable you to be certain that this was the man?

Witness. I know the fellow well enough, my lord.

The Law. How dare you call him names? You dislike him evidently, and the jury will be cautious in accepting your evidence. Be careful, sir!

Prisoner. He tells the truth, my lord. I did—

The Law. Hold your tongue, my poor man.

Prisoner. But it is true that I took—

The Law. Keep him silent, gaoler. Go down, you sir, and feel ashamed of having shown animosity in that sacred box. Gentlemen of the jury—Such charges are easily made, but disproved with difficulty. The witness had evidently an animus. The prisoner has borne a good character, at least nothing has been proved against him, and his readiness to admit everything is creditable to him. Still, it is for you to say, guilty or not guilty.

Jury. Guilty, my lord!

The Law. As the jury has found you guilty of stealing these sovereigns, prisoner, I have only to pass sentence, which I shall make very light. You will be imprisoned, without hard labour, for a month.

Prisoner. I can do that on my head, my lord.

[*Flings his nailed shoe at the foreman, and exit shouting.*

Scene—*A French Court of Justice.*

The Law. Prisoner, I am afraid you are an awful scoundrel. Why don't you confess, and make reparation to society?

Prisoner. Because I am innocent.

The Law. You say that with a certain impudence which proves you hardened in crime. How came you to rob your master?

Prisoner. I never did.

The Law. This reiteration of a plea which is clearly false is disrespectful to the Court, and will aggravate your punishment. Are you fond of the theatre?

Prisoner. Yes.

The Law. That denotes a love of pleasure which is frequently found united with dishonesty. Do you smoke?

Prisoner. A good deal.

The Law. Doubtless, to stupify the reproaches of a menacing conscience. Do you go to mass?

Prisoner. At regular times.

The Law. That shows you to be a hypocrite. Now, witness, is he not guilty?

Witness. No, my lord.

The Law. How dare you say that? Did you commit the crime yourself?

Witness. Certainly not.

The Law. Don't answer in that petulant way. What is your character? Are you fond of the theatre?

Witness. No.

The Law. Just so. A dark and gloomy nature cannot enjoy innocent recreation. Do you smoke?

Witness. Very little.

The Law. You fear to be traced by the smell of your clothes. You know that tobacco increases our revenue, and you wilfully abstain in order to injure your country. Do you go to mass?

Witness. Seldom.

The Law. You feel your evil character unfits you for the solemnities of the Church. Go down. The next. Now, what have you to say, woman?

Witness. The accused is an excellent husband—

The Law. Are you his wife?

Witness. No, my lord, but his wife's friend, and I know—

The Law. Then the less you have to say in future to the wife of an accused person the better. Perhaps you are in love with him.

Witness. My lord, I have a husband whom I love, and children whom I adore, and because any of them might be charged falsely, as the prisoner is, I came to say what I can for justice.

The Law. That theatrical sentiment you have learned from some play, and your reciting it here is most indecent. Go down. Gentlemen of the jury,—It is quite clear that this scoundrel is guilty. His insolent denials, the class of witnesses, atheists, profligates, frequenters of theatres, gloomy conspirators, and the like make his guilt evident; besides which a gaoler heard him say *Mon Dieu* in sleep, which showed temporary remorse. Finally, I happen to know that he is guilty, for I knew his father in his youth, and he was a vile assassin. Gentlemen, you have only to say Guilty.

The Jury. Not guilty.

The Law. You are a contumacious set of rebellious and illogical pigs, and I shall see whether the Procureur of his Majesty cannot deal with you as conspirators. Meanwhile, abandon the box you have disgraced.

[*Exeunt the jurymen, confirmed in Imperialism.*"

With due allowance for necessary exaggeration, the parallel is well maintained, and eminently suggestive and instructive. R. J. S. E.

THE STANDARD REPORTS.

Sir,—I have been supplied for several years past with the *Weekly Reporter*, in connection with your publication, containing a report of cases decided in all the courts, at a cost of £1 6s. per annum.

A circular eminating, apparently, from the benchers of Lincoln's Inn, which I have received, after enumerating the existing reports (the *Weekly Reporter* amongst others), states, "That the multiplicity of the reports, apart from the costs, occasions the evils of which the profession complain;" and, "that the remedy proposed" is "the establishment, under the management and control of the profession, of *one set* of standard reports, *upon the basis of a fair regard for existing interests*," and that "the proposed subscription, in advance, is, for the entire series, £5 5s.; appellate series, £2 2s.; chancery series, £3 3s.; common law, £3s. 3s.;" and that "the price will be one-third more to non-subscribers."

My object in addressing you is to know if you can inform me, and other of your readers, who, I dare say, will feel interested in the question, whether the meaning of the words, "A fair regard for existing interests" is, that the existing reports are to be got rid of, by purchase or otherwise, and one set of reports, to which alone the profession will have access, substituted, and, whether the *Weekly Reporter* is likely to succumb to such an arrangement? If so, I cannot help praying most devoutly that the profession may be protected from its friends.

It is a strange kind of reform which proposes to substitute monopoly for competition, and its first fruits, it appears, would be what might be reasonably anticipated, to treble the price of the article to be produced. If this remedy is applied "to the evils of which the profession complain," those who now can get a report of cases decided in all the courts for £1 6s. per annum, must either go without one altogether or pay the sum of £5 5s., if subscribers, and, if not, the increased sum of £6 18s. 4d. per annum.

April 8. IT WON'T DO.

CRIMES COMMITTED BY BRITISH SUBJECTS IN FOREIGN PARTS.

Sir,—With reference to the question of the liability of British subjects to prosecution in her Majesty's Courts for offences committed up the country in China, I would call your attention to the 26 Geo. 3, c. 57, s. 29, under which all subjects of her Majesty were made amenable to prosecution in the Supreme Courts in India for all offences whatsoever, done against any person whatsoever (whether subject of her Majesty or not) in any parts of Asia, Africa, or America, between the Cape of Good Hope and the Straits of Magellan.

Some years past I was myself engaged in the prosecution of a British subject, in the Bombay Supreme Court, charged with causing the death by violence of a person not a subject of her Majesty, on shore, in some part of the Persian Gulf, not within her Majesty's dominions.

WILLIAM ACLAND,
Late Government Solicitor at Bombay.

39, Lansdowne-crescent, April 8.

OVERSEERS OF THE POOR.

Sir,—I beg to refer "One &c.,"* to 3 Steph. Comms. 166, note d, for list of exemptions to which overseers are entitled. K. M.

Bristol, April 11.

PARLIAMENT AND LEGISLATION.

Pending Measures of Legislation.

THE INNS OF COURTS BILL.

1. This bill gives power to the benchers of each of the Inns of Court to elect from their own body five benchers to form a judicial committee, to hear and determine charges against barristers, or to inquire into the conduct of any member of their inn, or into the objections to the call or admissions of students.

2. The committee may disbar or suspend barristers, or expel any member of the inn, and no barrister is to be disbarred or suspended, or student refused to be called, except by such committee.

3. Any three members of the committee may be challenged, and an appeal is to lie from their decision to the common law judges.

4. The committee and judges are to sit in open court, unless the parties consent to a private hearing;

5. And are to have all the powers of a court of record.

IRELAND.

ARREST—PRIVILEGE OF PEACE OFFICER—PEACE PRESERVATION ACT—STATUTORY NOTICE.

Egan v. *Stephens.*—This case came before the chairman of the County Westmeath (Mr. O'Hagan, Q.C.), and a jury. It was an action for recovery of damages, laid at £40, for the illegal arrest of the plaintiff by the defendant, a sub-inspector of police, stationed at Moate.

The defendant having been informed that there were swords used at a certain theatrical performance in this town, conceived it to be his duty (the county Westmeath being then proclaimed, under the Peace Preservation Act) to seize these swords if it should appear that the parties having them were not duly licensed, and he had proceeded, accompanied by his constables, after the performance had concluded, to ascertain the facts. It appeared that the plaintiff had in his possession a sword belonging to himself, for which he

* 9 Sol. Jour. 479.

had no licence, and the defendant arrested him. The plaintiff, however, was immediately afterwards released from custody, the defendant having ascertained his name. On this state of facts it was contended, on behalf of the defendant, that the arrest was legal, and evidence was adduced for the purpose of proving that the county was proclaimed. For this purpose a copy of the *Dublin Gazette* was tendered in evidence, containing the usual proclamation and notice pursuant to the statute. It was argued, on behalf of the plaintiff, that it could not be received in evidence, inasmuch as it did not purport to be printed by the Queen's printers. The usual declaration of the posting of the proclamation and notice to deliver up arms, pursuant to 23 & 24 Vict., by the constables who had posted said proclamation and notices, was also tendered in evidence, and objected to, on the grounds that this statute merely enacted that such declaration should be evidence of the posting of the proclamation, and made no mention whatever that it should be evidence of the posting of the notice to deliver up arms; and the chairman eventually decided that there was not proper evidence on which he could hold that the formalities requisite for proclaiming the county had been complied with.

The case then was left to the jury, but they were, after some hours, discharged without their having agreed to a verdict.

RAILWAY—BREACH OF CONTRACT—CONSEQUENTIAL DAMAGE.

The following case was tried before Mr. Justice O'Brien and a special jury of the County of Limerick:—

Casey v. *The Great Southern and Western Railway Company.*—This was an action for breach of contract. Damages were laid at £100. The facts appear in the following evidence of the plaintiff:—I am an extensive cattle dealer, and live near Cork; I recollect having purchased some cattle from Mr. Corker on the 19th November; I purchased them for the Bristol market; the steamer leaves Cork for Bristol on Tuesday; Patrick's Well station is near Mr. Corker's; I had a conversation with the station-master there; I asked him if he could provide four trucks on the Monday to bring my cattle to Cork; he said he could, and that the charge would be £5 10s.; I signed the book that they should come on my own risk (book produced); when I signed it the blanks were not filled up; I went to Cork on the same morning; I wrote to say that it would require only three trucks instead of four for twenty-one cattle; the cattle did not arrive until Tuesday night, about eleven o'clock; the Bristol boat had left on Tuesday morning; I had the cattle sent to a farm of mine when they arrived; I kept them there until the following Tuesday; I shipped twenty of those cattle on Tuesday, the 24th; I did not ship the other animal owing to its condition having deteriorated; the expense of keeping them was six guineas, with five shillings and threepence a-day for standing-ground, and five shillings for wages for the week to a man attending them; the expense of driving them from the train to Cork, to the farm, and back, was five shillings; the expense of driving the cattle to Patrick's Well station, ten shillings; the remainder of the cattle were kept a week longer at Mr. Cooper's, in consequence of the detention of the first lot by the railway company.

Question asked (objected to).—Did the beasts fall away in consequence of the non-fulfilment of the contract?

His Lordship thought as the deterioration was the natural consequence of the alleged breach of contract, he would allow it to be considered.

Examination continued.—The condition of the cattle fell away in consequence of being knocked about from one place to another in the severe weather; they fell away at least £2 a beast.

Another witness proved that he drove the cattle to the station, and that when he arrived there no trucks were ready; he had to drive the beasts home again, and the day was very inclement; sleet and rain were falling hard.

The jury assesed the damages at £64.

Messrs. Barry, Q.C., O'Hagan, Q.C., and Waters, were counsel for the plaintiff; Messrs. Coffey, Q.C., Jellett, Q.C., and Neligan, for the defendants.

RAILWAY TRAFFIC.—The traffic receipts of railways in the United Kingdom for the week ending April 1st, show an increase of £7,307 over the corresponding week last year.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

FRENCH PATENT LAW.

Dear Sir,—I find in your two last numbers highly interesting articles on the subject of patent law and projected alterations therein, and perhaps it may be interesting to your readers to have, upon some of the questions raised by the report of the commissioners, a leaf or two out of the book of French legal wisdom.

The system of patents was borrowed at the beginning of the first French revolution from England, no such thing existing under the old French *régime;* under that rule inventors were entirely at the mercy of the arbitrary power of the Government, who granted or not, at will, privileges for working any invention, and sometimes not to the inventor. Such a state of things could not endure under the great *Assemblée Constituante*, which, in its fervid and sometimes erroneous, but generally intelligent zeal for the renovation of the French nation, was not likely to forget the rights of intellect and industry. Some of the principles of the English law were borrowed, and a law was framed (that of the 30th of December, 1790, and 7th January, 1791), which endured till 1844. At that time a new law was enacted, which had gone through the most careful legislative revisal and probation, and to which contributed some of the most experienced and eminent men in France, such as the Marquis de Barthelemy, M. de Lamartine, M. Bethmont, and M. Philippe Dupois, the two last barristers in very great practice, and which, in the main, has stood in a most satisfactory manner the test of subsequent experience. It bears the date of the 5th of July, 1844, and contains several rules which apply to the points on which bear the recommendations of the commissioners, and of which I will now attempt to give an account *seriatim*.

For the compulsory granting of licenses there is no proviso; but the law of 1844 has not, however, allowed the inventor to play the dog in the manger, and keep unfruitful an invention which that meanwhile another, more liberal or industrious, might have discovered. By article 31 the patentee forfeits his patent by neglecting to work it to the best of his ability for two consecutive years from the signature of the patent, or interrupting the working thereof for the same lapse of time, unless he have a satisfactory reason to give for his conduct. The inventor is thus left fully at liberty to judge of his interest, and the public to watch and defend their own, by claiming against him, if they list, the benefit of the forfeiture.

Patents (*brevets d'importation*) were granted by the original law to the importers of foreign inventions, but were abolished by the new law for reasons given in the report. The fact of an invention having been used, or published even, in a foreign country disqualifies that invention for being patented in France.

The inventor may, at will, take out his patent for five, ten, or fifteen years. Once the term fixed, a law is necessary to prolong it to any time that may be thought fit. The spirit of the law is contrary to such extensions, indeed I do not know of any having been granted since 1844, and they seem generally undesirable, as likely to disturb the arrangements of such persons as intend to use the invention after the expiration of the patent, besides other reasons.

As to the right of the Crown to use a patent without the consent of the patentee, it has not been reserved by the law of France. That point was raised in the discussion of the law of 1844, but the Chamber would entertain no proposition of that description. It was considered to be undesirable and unnecessary, inasmuch as it was not probable that the patentee would withhold his patent if the Government paid a proper price for it. The proposition of the commissioners is contrary to the rules of justice and fair dealing, inasmuch as it allows the Treasury to fix its own price.

The trial of cases involving scientific or technical questions is carried on in France in a manner which seems to be as free from objection as may be. It is optional for the Court to appoint experts whose fees are part of the costs in the suit, and who report upon such matters or points as the Court thinks necessary to submit to them.

This system appears to have, over the system proposed by the commissioners, the advantage of making the scientific witnesses at the same time independent of the parties and ancillary to the judges. If they be made assessors they would partake of the judicial character and authority, and

should their minds be warped by any systematic notions or errors, such a defect might be discovered too late, and would indeed be incurable, because it would not be possible for the parties to array against the adverse opinions of the assessors any countervailing scientific evidence. Against the report of the experts in France such a resource is left to the parties, and though the independent experts selected by the courts have a *primâ facie* claim to confidence and belief greater than what may be demanded for the experts adduced by the parties, yet should the latter have anything serious to say against the report of the official experts, they will obtain for their arguments a hearing, and carry the day.

Such, upon these various points, is the system of the French law, which seems generally commendable therein, as well as in abstaining from exerting any control upon the applications for patents. Inventors make such applications upon their own responsibility. They are left to judge of the propriety of the same, and of the fitness of the object thereof to be patented, subject to the patents being avoided if they have been improperly taken out.

That is as it should be, if I may be allowed to differ from your learned correspondent. The more the law leaves to the free agency of the subject, the better for the efficiency of the one, and the dignity and prosperity of the other. I shall send you shortly an account of limited liability and other commercial companies in France.

ALGERNON JONES,
Advocate in the Imperial Court of Paris.

Paris, April, 1865.

CURIOUS TRIAL.

The Court of Assizes of the Aveyron has tried a young man, named Giraud Ser, aged 24, on a charge of having, on the 9th January last, murdered a young farmer named Trenty, both of them residing at Foissac. It appears from the indictment that an improper intimacy had for some years subsisted between Trenty and the prisoner's sister Gabrielle. The prisoner was much annoyed at this, and gave Trenty to understand that he must either discontinue his visits or marry. In May last the prisoner threatened to take summary vengeance on Trenty if he did not do one or the other, and moreover backed up his threats by the cogent arguments of a double-barrelled gun and a brace of pistols, which he said he was prepared to use. Thus pressed, Trenty consented to be married, and the marriage contract was duly drawn up and signed, but, though Trenty received 1,000fr. of the 2,700fr. forming the young woman's wedding portion, he constantly deferred the wedding. The prisoner, who had been some months absent from Foissac, returned thither in January last, and demanded a private interview with Trenty at a *café*, where he happened to meet him. Trenty, however, refused to see him in private. The prisoner then withdrew, and soon after returned with a gun and other sporting accoutrements. He again pressed Trenty to grant him a few minutes' conversation, and they withdrew together into a private room. Soon after two shots were heard, and Trenty was found lying dead on the floor. The prisoner had made his escape. He was, however, soon arrested, and when interrogated, pretended that the first barrel had gone off accidentally, wounding Trenty in the back, and that the other had been discharged by his falling against it. The direction of the wounds, however, showed that this story could not be true; and several witnesses stated that the prisoner had boasted to them of having shot Trenty intentionally. In court the prisoner retracted his first confession, and frankly owned that he had fired at Trenty under the excitement caused by his insulting language, but without intending to kill him. The jury, carried away by the eloquence of M. Lachaud, who was brought from Paris to Rhodez to defend the prisoner, brought in a verdict of absolute acquittal, and the court had no alternative but to set the murderer at liberty.

A Paris correspondent observes:—"This is one of many shocking instances of the cheapness at which human life is held in France whenever there is the slightest halo of romance about a murderer. It is very pretty, no doubt, and the theme will always bring down the galleries at the theatre of the Porte St. Martin, to excuse the ungovernable anger of an ingenious youth jealous of his sister's honour. But in this case the country lass in question had had no less than three illegitimate children by her lover. Even admitting, therefore, the dreadful doctrine of the legitimacy of assassination to revenge private wrongs in extreme cases, it is very hard to show any pressing necessity for a murder in this particular instance. The champion of his sister's long-tarnished honour only attained a positive promise of marriage by the display of a pistol—that pistol which he ultimately used. A stronger case of deliberate intent was never proved before any jury, and although I would be sorry to go against trial by jury, even in France, I must say that such acquittals as that at Rhodez, where the setting at large of a murderer is the crowning entertainment of the *fete* which the presence in the provinces of a brilliant advocate of the Paris bar always provokes, argues a lamentably loose state of public morality. The verdict in Ser's case is a manifest encouragement to all these, and there are many who fancy that every individual is the proper judge of the remedy for his own wrongs. It is a palpable retrograde step towards that lawless state which always commands poetical admiration—"when wild in woods the noble savage ran."

SOCIETIES AND INSTITUTIONS.

NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

REPORT ON THE COUNTY COURTS EQUITABLE JURISDICTION BILL.

The standing committee have had under consideration the bill recently presented, which proposes to confer on the county courts a limited jurisdiction in equity. The committee are fully alive to the advantages which would be gained by the addition of a well devised system of equitable jurisdiction to those courts. It would give to the great body of the people a ready and accessible mode of obtaining redress in a class of cases usually involving much hardship, where the existing means of redress are so costly and remote as to amount to a practical denial of justice.

The creation of cheap local courts of equity would, in a great measure, remove the unfair inequality in this respect now existing, and the committee only repeat the recorded opinion of this department, when they say that the effectual extension of the principles of equity to the existing county court procedure would accomplish this much needed reform. It is right that the committee should recall to the meeting the fact that our president, Lord Brougham, who, during a long course of years, has devoted much attention to this branch of law reform, so long ago as 1833 introduced a bill upon the subject, thus giving the first impulse to legislation for creating courts of local equity jurisdiction. With a sincere desire to assist in rendering the proposed scheme as efficient as possible, the committee have prepared, and now submit, the following observations on the bill. The preamble of the bill states that "it is desirable to confer on the county courts jurisdiction in equity;" and the 1st section enacts that "every suit or matter that may now be commenced and prosecuted in the High Court of Chancery, may hereafter be brought and prosecuted in the county courts;" and that "the judges thereof shall have full jurisdiction to hear and determine the same," subject to nine provisions and restrictions confining—

1. The amount demanded or sought to be recovered (not being a distributive share) to £100.

2. The whole of any estate sought to be administered, to £500.

3. The annual value of real estate sought to be obtained, "or where the same shall not be let, the annual sum at which the same shall be assessed to the relief of the poor," to £20.

4. The principal of any mortgage, to £300.

5. The gross value of the property of any partnership, to £500.

6. The value of any property the subject of a suit for specific performance, to £300.

7. "Injunctions, or orders in the nature of injuctions, if the same are requisite for granting relief in any such suits, as aforesaid, may be made by the county courts, and they shall also have power to make orders for the restraint of waste upon lands or tenements, the annual value whereof shall not exceed" £20, "and also for stay of proceedings at law, where the plaintiff in such proceedings seeks the recovery of a debt provable under a decree for the administration of an estate made by the Court to which the application for an injunction is made."

8. The county courts shall exercise no jurisdiction in lunacy.

9. "The county courts shall have jurisdiction in all mat-

ters relating to the guardianship or custody of the person of infants, where the annual sum applicable to the maintenance of the infant shall not exceed" £20 per annum.

It will be observed that the preamble and 1st section not only do not limit, but distinctly confer an unlimited jurisdicton in equity. The 1st section declares that "every suit or matter that may now be commenced and prosecuted in the High Court of Chancery, may hereafter be brought and prosecuted in the county courts," subject only to the nine provisions and restrictions there stated. If these provisions and restrictions are carefully examined, it will be found that with the exception of No. 8, which withdraws lunacy entirely from the county court jurisdiction, they only limit the jurisdiction as to the value of the *subject* matter of litigation in specified cases. No limit is fixed as to the *object* of litigation. If, therefore, the bill be passed in its present form, the county courts would obtain concurrent jurisdiction with the Court of Chancery in the whole of that important branch of protective equity, which acts in restraint of proceedings at common law, or supplies the imperfection or inadequacy of any existing legal remedy. It would thus be competent for a county court judge, sitting in a remote country district, to entertain applications and grant injunctions of the most important nature; such as to restrain the alleged violation of a valuable patent or copyright, or the publication of private letters. For except so far as it is limited by the nine restrictions in the 1st section, his jurisdiction, power, and authority would, by the express provision of the 2nd section, be the same as that of the Court of Chancery. This was plainly not the intention of the framer of the bill, and the committee would suggest that the preamble and 1st section should be altered so as to limit the jurisdiction to the *objects* as well as to the *sums* fixed by the clauses of restriction in the 1st section. This would be done by adding the word "limited" before the word "jurisdiction" in the preamble, and by adding the words "in respect of any of the objects hereinafter specified" after the word "Chancery" in the 1st section. The third of the clauses of restriction limits suits for a declaration of right to any lands, to those cases where "the annual value thereof, or where the same shall not be let, the annual sum at which the same shall be assessed to the relief of the poor," shall not exceed £20. The committee are of opinion that it would be simpler, and, on the whole, more satisfactory, both to the Court and the parties, if the assessment for the relief of the poor were made the sole test of value. The letting affords no reliable test of the real annual value.

In the 5th clause suits for the dissolution or winding-up of partnerships are limited to cases where "the gross value *or amount* of the whole property, stock, and credits of such partnership shall not exceed" £500. The word "amount," in this clause, appears to involve a contradiction. The committee presume that by *gross value* of partnership assets, is meant their value after deducting bad, and valuing doubtful debts, and that by "gross amount" is meant the nominal assets, including bad and doubtful debts. It connot be intended that both these tests should be applicable, and, of the two, the most satisfactory would be that of *gross value*. In the next clause the same word "amount" seems equally inapplicable.

The 7th clause states that injunctions, "if the same are requisite for granting relief in any such suits as aforesaid, may be made by the county courts." It also gives them powers to make orders for the restraint of waste upon lands of which the annual value does not exceed £20, and to stay proceedings at law where the plaintiff seeks recovery of a debt proveable under a decree for the administration of an estate made in the county court to which the application for an injunction is made. But it does not restrict the power of granting relief by injunction to these specified cases; and, as the preamble and 1st and 2nd sections now stand, the unlimited jurisdiction there given is not in any way limited by the 7th clause. On the other hand, the clause is quite unnecessary, so far as it relates to the specified objects. For the equity jurisdiction given to the county courts, even if it were expressly limited to these objects, would clearly include all those methods by which the Court of Chancery now does justice and affords relief; amongst which the granting of relief by injunction, and the appointment of a receiver and manager, are the most important. The committee would therefore suggest the omission of this clause, the relief against waste upon lands not exceeding £20 in yearly value being made a specific object of suit under clause 3.

Clause 9, as it stands, might be construed so as to give the county courts jurisdiction in cases where, though there be no income applicable to the maintenance of an infant, the guardianship of the infant may involve important interests, not of a pecuniary nature. The bill clearly contemplates giving a useful jurisdiction to the county courts in those cases only where small properties, not exceeding £20 in yearly value, are left for the benefit of infants. The clause should, therefore, distinctly restrain the county court jurisdiction as to guardianship of any infant to those cases where there is an annual sum applicable to its maintenance, not exceeding £20 per annum.

By the 5th section, the county court in which any suit shall be brought is empowered to transfer it to the Court of Chancery whenever it shall be made to appear to such court that the subject-matter of the suit exceeds the limited amount. The discovery of this excess during the progress of the suit, is not to invalidate any order or decree already made. But no provision is made for cases where the discovery of the excess shall be made after the suit or matter has been concluded in the county court. This omission might give rise to serious difficulties, and should be carefully provided for. If, after finding that it has no jurisdiction by reason of any excess in value of the subject-matter, the county court shall deem it expedient that the suit should not be transferred, any one of the vice-chancellors may, on the application of the plaintiff, order the suit to be carried on in the county court, notwithstanding such excess. The necessity for some sueh provision as this is obvious. But as the section (13) which gives an appeal against the decision of the county court judge, excepts from such right of appeal any decision upon any question as to value for the purpose of determining jurisdiction, and as very important questions may be raised, quite irrespective of pecuniary value, by a county court suit, the committee are of opinion that the power to remove any county court suit into the Court of Chancery should be given to the judges of the superior court. They would, therefore, suggest the addition of the following clause after section 5 :—

> "Any one of the vice-chancellors, on the application at chambers of any party to any suit or matter pending under this Act, shall have power, upon the hearing of a summons served upon the other party or parties, to transfer the same to the Court of Chancery upon such, if any, terms as to security for costs or otherwise as he may think fit."

The sixth section of the bill assigns, under six clauses, the Court in which proceedings should be taken. These clauses, when read in connexion with the first section and its nine clauses, leave no doubt that the jurisdiction was intended to be limited as to object. For the six clauses plainly propose to provide for all the cases specified in the nine clauses of the 1st section, but make no provision for cases not met by those clauses. There is, too, an important omission of any provision as to the court in which suits are to be brought under clause 1, for the recovery of sums not exceeding £100, and under clause 9 for the guardianship or custody of infants. To meet this oversight, and guard against others of a like nature, the committee think a general clause should be added, providing that :—

> "Proceedings in any suit or other matter, taken or instituted under this Act, which are not otherwise provided for, shall be taken or instituted in the county court, within the district of which the parties, or any or either of them, shall reside or carry on business."

The first of the six clauses in the 5th section of the bill seems to introduce a needless nicety by providing that suits relating to land "shall be taken in that county court within the district of which the land, or the greater part thereof," is situate. It would be better to give jurisdiction to "any county court," within the jurisdiction of which the land in question "or any part thereof" is situate.

The 3rd clause, which relates to the administration of the assets of a deceased person, does not provide for the case—common enough among seafaring men and others—where the dead man has died out of England. It is suggested that to meet this objection it should provide that the proceedings of this kind should be taken "in the county court within the district of which the deceased person had his last place of abode in England, or in which the executors or administrators or any one of them shall have their or his place of abode."

There are probably few partnerships with assets not exceeding £500, which are carried on in two county court dis-

tricts. It would, perhaps, be as well, however, to meet the contingency by altering the word "the" into "any" before the words "county court" in clause 4.

No provision is made in the bill for suits to which judges or officers of the proposed new courts shall be parties, and this might be supplied by a section incorporating the 19, 20, & 21 ss. of the 19 & 20 Vict. c. 108, which provide for analogous cases in the common law procedure of the county courts.

With respect to that part of the proposed bill which deals with the question of additional salaries to be paid to the judges who are to administer the new system, the standing committee felt it to be their duty to call attention at once to the impolicy and unfairness of the arrangement proposed by the 9th section of the bill. They have, therefore, passed and forwarded to the law lords copies of the following resolutions:—

"I. That the Committee approve of the principle of the bill, for conferring equity jurisdiction on the county courts.

"II. That in the opinion of the committee the existing machinery of the county courts whether judicial or administrative, is not adequate to the efficient exercise of the jurisdiction and authority proposed to be given to these courts by the bill.

"III. That the committee strongly disapprove of the mode of remuneration of the county court judges, proposed in the bill."

The debate in the House of Lords shows that the effect of these resolutions has been most salutary. It is impossible of course to estimate correctly how far the increase of business, which would be caused, would render it necessary to increase the staff of judges. But it is not unreasonable to expect that in the great manufacturing and commercial districts, there would be a large accession of work before the Act had been long in operation; and the committee think that the bill should contain adequate power to meet such cases. It will be remembered that in all the bills brought in by Lord Brougham, he has proposed on increase of judicial and administrative machinery.*

INCORPORATED LAW SOCIETY.

Statement in Support of the Total Repeal of the Annual Certificate Tax.

For many years prior to the year 1853, attorneys, solicitors, and proctors, were subject to the following taxation specially imposed on them—namely, 1st to a Stamp Duty of £120 on their articles of clerkship; 2nd, to a Stamp Duty of £25 on their admission into the profession; and third, to a tax on an annual certificate, without which they could not lawfully practise in their profession. £12 was the annual certificate duty on those who practised in London, and £8 on those who practised only in the provinces; and one-half the tax was remitted in favour of those who had not been admitted for three years.

In the whole range of special taxation of a class, there is no other instance of this threefold taxation. One class may be taxed like the attorneys, solicitors, and proctors, on their articles of clerkship, or indentures of apprenticeship; another class on being admitted to their profession or calling; and another class on annual certificates enabling them to carry on their callings, as auctioneers, pawnbrokers, hawkers, or pedlars; but attorneys, solicitors, and proctors alone are subject to all these three kinds of taxation.

In the year 1853, the Stamp Duty on articles was reduced by one-third; namely, from £120 to £80; and the Annual Certificate Tax by one-fourth; namely, from £12 to £9 in London, and from £8 to £6 in the provinces.

There are cogent reasons why attorneys should be entirely relieved from the payment of the Annual Certificate Tax.

The Annual Certificate Tax was imposed in the year 1785 to make up an expected deficiency in the Shop Tax. The Shop Tax has long been repealed, but the tax in aid of it has been continued to the present day.

In England and Wales this taxation amounts in the aggregate to upwards of £68,000 per annum.

The Annual Certificate Tax is a grievous and oppressive infliction on a large class of deserving practitioners, the profits of whose business is of small amount. By many recent changes in the law, and the practice of the courts, the emoluments of attorneys and solicitors have been greatly diminished. A very large proportion of attorneys and solicitors do not derive as much as £200 a-year from their profession; but they are nevertheless compelled to pay this onerous tax, which in London, is equal to an income-tax of sixpence in the pound on £360 a-year, and in the provinces to an income tax on £240 a-year and to pay the Income-tax as well; and they are not exempted from any of the taxation imposed on the general public.

The profession of an attorney is an honourable one; and every person, before he is permitted to enter into articles of clerkship, is subjected to an educational test of a stringent character, and before admission, to two examinations in the principles and practice of the law.

An exclusive right to practise their profession is conferred on members of the bar, and on members of the College of Physicians and Surgeons, yet they are not subjected to a special annual taxation like that which is imposed on attorneys.

A bill for the total repeal of this tax was first introduced in the session of 1850.

The second reading of the bill was carried on a division, and the principle of the bill was again affirmed on two other divisions. After the bill had passed through committee, it was lost on a division upon the third reading taken at three o'clock in the morning. 483 members voted on these divisions, and if the fate of the bill had depended on their votes, taken on a single division, it would have been carried by a majority of thirty-five.

In 1851, the motion for leave to bring in a similar bill was affirmed by a majority of 30 out of 308 members, but in consequence of the dissolution of Parliament, the bill was not again brought forward until 1853.

On the 10th March, 1853, the motion for leave to bring in the bill was carried by a majority of 52, out of 386 members.

Before the bill was brought to a second reading, a resolution for the total repeal of the Advertisement Duty was carried.

On that occasion, the Chancellor of the Exchequer stated the impossibility of repealing the Certificate Tax, and also the Duty on Advertisements; and on the second reading of the bill for the repeal of the Certificate Duty, he reminded the House, that if both these duties were repealed, it was plain from the statement he then made, that the financial operations of the country would have to be carried on, not on a surplus, but on a deficit.

In consequence of this statement, 61 members who had previously voted in favour of the repeal of the Certificate Tax, voted against it, being driven to an alternative between the two duties.

The reasons, therefore, which induced those members to vote against the repeal of the tax on that occasion, do not, it is submitted, apply at the present time. In 1853 the country was on the eve of a war, and the Chancellor of the Exchequer had not then, as it is confidently expected he will have at the end of the present financial year, a large surplus revenue available for the reduction of taxation.

There are at present about 10,200 practising attorneys and solicitors in England and Wales, and 60 conveyancers, special pleaders, and draftsmen in Equity.

There are in Scotland about 1,600 writers to the Signet or procurators, including parliamentary solicitors, licensed in Scotland, practising in London.

There are in Ireland about 1,350 practising attorneys, solicitors, and conveyancers.

In the three countries, therefore, there are at present in the aggregate about 13,200 licensed practitioners.

In England there are about 4,500 barristers, in Scotland 400, and in Ireland 900, making together about 5,800 persons exercising a profession not less lucrative than that of an attorney, who do not contribute anything annually to the revenues of the country with reference to their calling.

If, therefore, it be admitted that barristers are properly exempted from the payment of any annual tax for the priviledge of exercising their profession, upon what principle can it be maintained that attorneys, who are not remunerated at by any means so high a rate for their labours, should be subjected to the burden of an annual payment amounting to nearly £90,000?

Law Society's Hall, Chancery-lane, London.

* If it should become necessary to increase the judicial force in any town for the purpose of carrying this Act into effect, we think that a distinct court should, in such cases, be erected—of course, in country districts, this would be an unnecessary complication.—Ed. *S J.*

THE LAW OF DEATHBED.

Our readers will recollect that we noticed and commented on a paragraph on the Scotch law of Deathbed, which we had found in an Edinburgh paper, and in which the entire abolition of that law was recommended. Of such a change we expressed our approval, chiefly on the ground of the inexpediency of there being any difference as to succession or inheritance, between real and personal property. But the following article, which we take from the *Edinburgh Courant* of the 7th instant, goes fully and in a very interesting manner into the subject; and we suppose it states all that can be advanced in favour of the existing rule. We are, however, surprised that the old book called the *Regiam Majestatem* should be quoted as an authority, which, we believe, it is not. It is generally considered to be a mere compilation from Glanville's *Regiam Potestatem*. Sir Walter Scott characterized it as a treatise "compiled with the artful design of palming upon the Scotch Parliament, under the pretence of reviving their ancient jurisprudence, a system as nearly as possible resembling that of England." We are very sensible of the fairness of the suggestions offered towards the close of the article, and, of course, if this peculiar law is to be done away with, the manner of its abolition ought to be regulated so as to make such an altered state of things harmonize with the checks and other considerations referred to as characterizing the Scotch law of personal succession. With these remarks we now lay the article in question before our readers, and we have only in conclusion to say that in our opinion the reasons stated in support of this law of Deathbed are unsatisfactory and unsuited to the condition of property at the present day.

"The origin of what is technically termed in Scotland the Law of Deathbed is lost in a remote antiquity. We find it stated as an existing rule in the *Regiam Majestatem*, compiled in the time of David I., who died above 700 years ago; and in that venerable code the principle of the law is expressed with a precision which our modern lawgivers might well envy. That principle is not that a person labouring under his mortal disease is held to be incapable of forming a sound judgment, but that an alienation of heritage, if made for the first time by a person in that condition, to the prejudice of the lawful heir, is held to proceed *potius ex fervore animi quam ex mentis deliberatione;* which has been translated "through trouble of mind, and not deliberately nor by good advice." This law has been defined or limited so as to have no influence except during the sixty days immediately preceding the death of the testator, and even then to be inapplicable, if the testator were able to attend to business, of which his presence at "kirk or market" was taken as the test. Finally, if a testator, while in good health, has made a deed effectually excluding his heir-at-law, he can make a deed, even on his deathbed, disposing of his heritage in any way he pleases.

"Our ancestors were pleased with this law, and found in beneficial. Lord Stair, a great lawyer, and thoroughly practical man, wrote thus about 1681:—"The main reason of this law hath been for the quiet and security of dying persons against the importunity of husbands, wives, children, or other relations; and especially against the importunity of the Romish priests, who pretended a far greater interest and duty of mortification to pious uses than of leaving to heirs, not only as meritorious to expiate the sins of the donors' lives, especially of the more vicious persons, but also for obtaining constant prayers and supplications for delivering their souls out of purgatory. And therefore this is a most convenient and just law," &c. Dirleton (*circa* 1687), after likening a dying person to the carcase about which the eagles hover, approves of this law as affording a valuable safeguard.

"Lord Chancellor Eldon, in the House of Lords, said of this law—"It was held out that this was a personal privilege in favour of the heir-at-law—a regulation for his benefit alone; but, in my opinion, this comes far short of the excellence of the regulation; it is also highly favourable to the dying man, that his last moments shall not be disquieted. It was perhaps at first intended to put a stop to the granting of legacies to the church and to charities, which prevailed so much in those days. It now prevents the mischiefs that might arise from deeds obtained by besieging a person when near his death." Lord Eldon did not forsee that the older mischief, which had abated by his time, and which was not, in his opinion, necessary to support the expediency of the law, would subsequently revive in aggravated force, as it undoubtedly has done in the present enlightened era. While men and women, in that last extremity to which we must all come, are naw as weak, helpless, and impressionable as ever the "eagles" hover around in increased variety and influence; and the prey is more tempting than before.

"Wherever a law is intended for the protection of one part of the world against another, there must always be parties having an interest to disparage it and have it repealed. Accordingly, we find that a bill has been prepared, short and sharp, for sweeping the law of deathbed bodily out of the law of Scotland. No attempt at modification or amendment is proposed; the whole is dealt with as a mere nuisance or surplusage. Who is to take the responsibility of this bill, which has been printed and circulated, but not yet brought into Parliament, remains to be seen; and we are as yet equally in the dark as to whether it is to be supported on the ground that our ancestors did not know what was good for them, or that even the old ladies (male and female) of the present age are too strong-minded, even in nature's extremity, to need such protection, and that their heirs don't deserve it. In the meantime, we would enter, in advance, our protest against this mischievous or rash meddling with the law. No candid person can doubt that this law is fitted to produce, and has produced, most important benefits. If it is also attended with disadvantages, let us see what they are, and whether they may not be obviated without sacrificing the law altogether. There is no law which is unattended with some disadvantage; but it makes one suspicious to find a total repeal attempted if a mere modification would suffice. We believe there are occasional, although rare, instances where this law, coupled with gross carelessness on the testator's part, has interfered with the making of proper provision for younger children, or collaterals other than the heir; but as the law exists in furtherance of a natural duty, it would be easy to modify it so as to make it more perfectly fulfil its object, and to avoid an evil which is certainly not of its essence. It would be easy to enact that the law of deathbed shall not interfere with provisions proportionable in amount to the succession, for nearest relatives other than the heir in heritage, and to define what would be a due proportion. This would at once meet the few cases of hardship that occur.

"We are aware that this law has been called that dreadful thing, an anomaly; because it does not apply to personal estate, now so valuable, and for which protection is not less needed than for heritable succession. The reason given for this by our older lawyers is, that in their time personal succession was of small amount; had it been so valuable as it now is, it would no doubt have been brought within the law. If the general law of legal succession is based on sound principles, there is much reason for imposing some moderate check against its being improperly defeated. But in Scotland there are checks relative to personal succession which do not exist as to heritage. If a man leaves a widow and lawful children, he cannot by will deprive them of two thirds of his personal estate; for so much the law gives them of right in the absence of pactional arrangements. If he leaves children and no widow, they get one-half of his personal estate. We deprecate the unjust rule of the English law by which an unnatural parent may utterly disinherit his children without the shadow of a reason. Our Scotch law has followed a middle course betwixt that arbitrary power and the excessive restraint imposed by the laws of France, where, for example, if a man leaves three children, he can only dispose by will of one-fourth of his property. This question of deathbed, in truth, enters into the whole law of succession, and ought not to be dealt with, if at all, in any piecemeal fashion, beyond some such modification as we have already pointed at. The law of deathbed, while it tends to induce persons to settle their affairs while in health and vigour of mind and body, is our sole protection against undue influence or pressure at a time when weak human nature chiefly needs such protection."

A Massachusetts judge has decided that a husband may open a wife's letters, on the ground that "the husband and wife are one, and the husband is that one."

LEGAL STATUS OF THE CONFEDERATE STATES.

(*Continued from page* 346.)

9. The next question which arises is, What is the power of this provisional government over the people and territory where they are established? What effect does the creation of such a government have upon the laws of the conquered state, and what rights of legislation can it exercise therein?

Lord Mansfield lays it down as the doctrine of the common law, that conquered states retain their old laws until the conqueror sees fit to alter them. See also *Rex* v. *Vaughn*, 4 Burn. Rep. 2500; *Colvin's case*, 7 Coke, 176; *Hall* v. *Campbell*, Cowp. 209; *Gardner* v. *Fell*, 1 J. & W. 27; *Sprague* v. *Stone*, Dacey, 38; *Strotter* v. *Lucas*, 12 Pet. 436; *Mitchell* v. *United States*, 9 Pet. 749; Vattell, 358.

The cases already cited show that a provisional government, whether civil or military, is clothed with full powers of legislation. This was done in California and New Mexico. Laws were passed repealing Mexican laws, and enacting new ones, relating to the collection of duties, taxes, the administration of justice, &c. These laws thus passed by a government organized by the President alone as commander-in-chief of the military forces of the nation, were held valid and binding until Congress interfered to change them, or to create a new government with power to do it.

The law, thus authoritatively settled, shows that the military governments organized by the President have the power of legislation within a conquered state; and if the military, then the civil governments organized by the President or Congress, and any civil government it may create, have the same power of legislation. Under this power thus authoritatively settled, the entire legislation of the conquered states may be repealed, and hence all laws authorising slavery. Nor can it make any difference whether the enactment is contained in the constitution of a state, or in its statute law, since the constitution, which is its political organisation, is annihilated by the conquest as a part of its political power. In the presence of a conquering authority, constitutions are of no greater sanctity than ordinary laws; since a "constitution" is simply a law passed with somewhat more of formality than an ordinary act of legislation, and that is all. In the case of New Mexico, General Kearney promulgated a new code, called Kearney's Code, by which all rights were regulated in that conquered territory; and these laws were laws regulating rights between individuals, and prescribing the mode and manner for the sale and acquisition of property, and the transmission of the same. These latter laws are, however, subject to repeal and alteration by the conqueror.

These cases already cited also demonstrate the right of these provisional governments, whether military or civil, whether created by the President or Congress, to perform all the functions of a legislative body. All the cases say the laws in force are subject to this right of change on the part of the conqueror; they remain in force only till the authority of the conqueror changes them.

Such being the settled law in relation to territory conquered in a foreign war, and as the same law is to be applied to the parties to this civil war, it follows, necessarily, that the military, as civil governments created by the President, are clothed with powers of legislation, and can repeal and modify any and all laws found in force in the conquered states. The state constitutions fall as a necessity with the state governments by the mere act of conquest and occupancy; the state constitution is a mere *law*, somewhat more formally enacted for the political organization of the state, and constitutes a part of that political power which is set aside by the conquest.

It is in this right of legislation vested in Congress, or in military governments organized under the war-power, that is constitutionally found the right to abolish slavery by repealing all laws sanctioning the system, and by passing other laws prohibiting the legality of such a relation between man and man. Slavery is an institution which exists by positive law, and these laws can be repealed; or if it exists by custom, then this custom can be abrogated. There is no difference between such a law and one prescribing the rule of descent, the mode of transmitting real estate, of making contracts concerning land, etc.; if the one can be repealed by these military governments or by Congress, so can the other be; and in support of this absolute right of legislation under such circumstances, we have the solemn decision of the Supreme Court of the United States; that question, then, is no longer an open question in this country, whatever it may be elsewhere.

These decisions also show that there is no conflict between the power of the President and Congress. The President acts upon the emergency, in the absence of any provision for the government of conquered territory by Congress, and his action, his provisional government, are at all times subject to the action of Congress. Taney C. J. says, That the President by such action has no power to annex territory to the United States; his power is limited to governing conquered territory, until incorporated into the Union by a treaty, or an act of Congress; 9 How. U. S. Rep. 615. These war-measures of the President cannot restore peace, cannot change the legal status of the conquered States in relation to the Federal Government; the treaty-making power, or Congress, can alone do this. In the case of a civil war, there can be no treaty unless the rebellion is a success, and the regular government is forced to such a result by an iron necessity, which knows no law. The revolted states having been declared by Congress to be in rebellion, that condition must continue until Congress shall see fit to change it. The President has no power to change the status of territory as fixed by a law of Congress; if so, he could declare the rebellion at an end, and re-introduce these States into the Union at any time he might see fit, and in spite of a positive act of Congress. This civil war, declared to exist by Congress, can only be terminated by a treaty or an act of Congress. It is like any other war,—it must be concluded by treaty or by act of Congress; the President is nowhere authorized to perform such an act.

Such being the law, the fact of the existence of a civil government, organized under the permission or orders of the President, gives these States with such a government no right to claim a representation in the Congress of the United States, or to a vote in the election of a president of the United States.

We also see that those who deny the power of the President to establish these provisional governments are in error, as well as those who claim for States so organized or governed all the rights and privileges of a state within the Union, and deny the right of Congress to settle for itself the vital question of readmission. Like all extreme opinions, both are true and both are false to a certain extent; while, however, there is an apparent, there is no real conflict in the case, and hence there ought to be union in their joint action.

We have thus endeavoured to study these vexed questions upon principle and upon authority. We are for the Constitution *as it is*, and the Union *as it was*. Slavery is no part of the one or the other, any more than the relation of parent and child, guardian and ward, master and servant; each depend upon the local laws of each state, and may be altered, modified, or repealed at their will, without in any respect affecting the Constitution or the Union. Several states have abolished slavery since the Union was formed and the Constitution adopted, and yet no one ever dreamed that either was impaired or affected in the least particular by such an act. If Congress now repeals or abolishes slavery, it does it under the rights and powers of legislation vested in it by the laws of conquest. The Hon. J. Q. Adams proclaimed this view of the law years ago, and warned the slave states of the consequences of engaging in the work of rebellion. Nor would the Union be affected in any particular if all the slave states were to abolish the institution. If the states can abolish slavery, without affecting the Constitution and the Union, cannot the President and Congress do the same thing, as and when, by the laws of war, the legislative power of these states becomes vested in them? Whatever the states as political bodies could do, the conqueror, which is in this case the United States, can do.

We are, then, for the Constitution as it is, and the Union as it was, impaired or weakened in no respect; but we are not in favour of retaining on the statute books of these states antiquated, barbarous, and anti-Christian laws, when we are vested with the constitutional power to repeal the same. We should be most unwise not to do it; nay, we should incur, and that deservedly, the execration of the Christian and civilized world, if we now failed to do our duty in this respect. The curses, too, of our posterity would rest upon this generation, if we should pass down to them this plague of slavery, which has been the prolific source of bitter controversies and sectional divisions, and, finally, of this gigantic civil war, with all its untold horrors. Let the present generation, then, do its duty, its whole duty, and nothing

but its duty, in this great emergency of our national life. Then, and not till then, shall we have shown ourselves equal to the occasion, and secure to ourselves the commendation of the present and the blessings of the future.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, on Tuesday, the 11th April, Mr. Bradford in the chair, the debate on the question —"Would it be desirable to extend the franchise?" was resumed by Mr. Rooks, and was decided in the negative by a narrow majority.

COURT PAPERS.

COURT OF PROBATE AND COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Easter Term, 1865.

COURT OF PROBATE.

Friday	April 21	Wednesday	April 26
Saturday	,, 22		

FULL COURT OF DIVORCE.

Thursday, April 27.

COURT OF DIVORCE.

Friday	April 28	Thursday	May 4
Saturday	,, 29	Friday	,, 5
Wednesday	May 3	Saturday	,, 6

Trials by jury.

Wednesday	May 10	Saturday	May 13
Thursday	,, 11	Wednesday	,, 17
Friday	,, 12	Thursday	,, 18

The trials by jury in the Court of Probate will be taken first.

The judge will sit in chambers, to hear summonses, at eleven o'clock, and in court, to hear motions, at twelve o'clock, on Thursday, April 20, Tuesday 25th, and on each succeeding Tuesday until 16th May inclusive.

All papers for motions to be heard on Tuesday, 25th April are to be left with the clerk of the papers in the Registry Office before twelve o'clock on the preceding Wednesday, and for motions to be heard on the other days appointed for hearing motions, before two o'clock on the preceding Thursday.

REPRESENTATION OF TAUNTON.—The *Daily Telegraph*, amongst its parliamentary notices, contains the following:—"Lord William Hay, son of the Marquis of Tweeddale, has announced his intention of offering himself, on the dissolution of Parliament, as a candidate for the representation of Taunton in the Liberal interest. Mr. Barclay, who contested the seat unsuccessfully in 1859, will again offer himself, with Lord William Hay. The present members, Mr. Arthur Mills and Mr. G. C. Bentinck, are both Conservatives. Mr. E. W. Cox, Recorder of Falmouth, will also, it is stated, come forward, but in the Conservative interest. Mr. Cox is a native of Taunton, and, as is well known, the greater part of his life has been spent in the active promotion of the most decided Radical principles."

EASTER TERM.—Yesterday the lists of the arrears for the forthcoming Easter Term were exhibited. As Easter Term falls this year in the holidays, a good deal of misunderstanding exists. The legal terms are fixed by Act of Parliament, and by the 1st Will. 4, c. 70, s. 6 it is enacted "That if the whole or any number of days intervening between the Thursday before and the Wednesday next after Easter-day shall fall within Easter Term, there shall be no sitting in *banco* on any of the intervening days, but the term shall in such case be prolonged and continued for such number of days of business as shall be equal to the number of intervening days before mentioned, exclusive of Easter-day, and the commencing of the ensuing Trinity Term shall in such case be postponed, and its continuance prolonged for an equal number of days of business." It appears that in the Court of Queen's Bench there are one new trial rule for judgment and eighteen for argument; in the special paper one for judgment and five for argument. It appears that in the Court of Common Pleas there are one enlarged rule and seventeen new trial rules, one postponed motion, and nineteen demurrers. In the Exchequer Chamber there are one appeal for judgment and nine for argument. In the Exchequer five rules in the peremptory paper; and in the special paper, one for judgment and seven for argument. In that court there are only two rules for new trials. Easter Term is generally a busy one, arising from matters tried in the spring circuits. This is the first day of term "according to Act of Parliament," and it will be prolonged several days, as neither the equity nor common law courts will sit until Wednesday next, the 19th inst.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

April 6.—By Mr. MARSH.

Freehold business premises, being Nos. 104 and 105, Bishopsgate-street Within—Sold for £14,000.

Freehold estate known as Woodspeen Farm, situate in the parish of Speen, Berks, comprising house, farm buildings, orchard, garden, two cottages, and 17a 0r 22p of arable and pasture land, copses and plantation—Sold for £5,400.

Freehold, 13a 2r 5p of arable land, situate in Stockcross-lane, Berks—Sold for £750.

Freehold, 16 acres of meadow land, known as Watts's Meadows, Berks—Sold for £600.

Leasehold house situate in Meadow-street, Church-street, Stoke Newington, let at £16 per annum; term, 98 years unexpired; ground-rent, £5 per annum—Sold for £120.

Fifteen £50 shares in the Chartered Gas Light Company—Sold for £50 per share.

A Gravesend Pier bond for £300—Sold for £140.

A Gravesend Pier bond for £100—Sold for £40.

Absolute reversion to one-eighth of £8,275 19s 10d, invested in debentures of the London and North-western Railway Company, and receivable on the decease of a lady aged 84 years—Sold for £610.

Absolute reversion to two eighths parts of £2,250 sterling, invested on mortgage of freehold property at Hounslow and Eastbourne, Sussex, receivable on the decease of a lady aged 53 years—Sold for £190.

Absolute reversion to one-ninth of £10,500 New 3 Per Cents. receivable on the decease of a lady aged 58 years—Sold for £455.

Absolute reversion to £2,000 Consols, receivable on the decease of a lady aged 63 years—Sold for £870.

Absolute reversion to one-eleventh share of a freehold estate, known as North Hyde Farm, Heston, Middlesex, producing £920 per annum; a freehold property known as the Depot Estate, producing £126 per annum; also one-eleventh share of £11,986 18s. 1d. Annuities, and £400 cash, receivable on the death of a gentleman aged 69 years—Sold for £1,420.

Absolute reversion to one-fourth of £2,000, invested on freehold property near London, receivable on the death of two ladies, aged 59 and 50 years; also a policy for £200—Sold for £140.

Absolute reversion to two-seventeenth parts of £3,500 Consols, £8,271 19s. 4d. Annuities, £250 invested on mortgage, and £27 12s. 10d. cash, receivable on the decease of a lady aged 56 years—Sold for £240.

Absolute reversion to freehold property, comprising a house and land at Walton-on-Thames, receivable on the decease of a gentleman aged 73 years—Sold for £320.

Absolute reversion to £500 Consols, receivable on the decease of a lady aged 65 years—Sold for £200.

Absolute reversion to £500 Consols, receivable on the decease of a lady aged 79 years—Sold for £260.

Absolute right to two twenty-fifth shares in freehold property, comprising Hallfield-house, situate in Massingham-lane, Bradford, producing £120 per annum.—Sold for £150.

April 11.—By Messrs. DRIVER & CO.

Leasehold, 3 houses, with shops, yards, and premises, being Nos. 1 to 3, Upper Kennington-lane, Vauxhall, estimated annual value £190; term 94¾ years from 1863; ground-rent £30 per annum—Sold for £1,460.

Freehold estate, known as The Grove, Teddington, comprising mansion, grounds, paddock, coach-house and stabling, containing 15a 1r 0p—Sold for £9,300.

Freehold building land, about 50 acres, situate at Teddington—Sold for £18,480.

AT GARRAWAY'S.

March 28.—By Messrs. BROAD, PRITCHARD, & WILTSHIRE.

Leasehold, 2 residences, Nos. 1 and 2, Trinity-terrace, and a shop and house, No. 1, Cole's-place, Borough, producing £95 per annum; term, 71 years from 1826; ground-rent, £14 18s. per annum—Sold for £910.

April 5.—By Messrs. WISBY & MILES.

Lease, &c., 28 years unexpired, of the Queen's Arms public house, corner of Caledonian-road, Islington—Sold for £5,230.

By Messrs. ROBINSON & HETLEY.

Freehold public house, known as the Five Bells, with outbuildings and 18 cottages, situate in St. Leonard's-street and St. Leonard's-road, Bromley—Sold for £1,700.

By Mr. J. A. SMITH.

Copyhold house and shop, situate in Church-street, and house and shop No. 2, Chiswick-lane, Chiswick, Middlesex, estimated annual value £150 per annum—Sold for £1,185.

Copyhold house, known as Zore House, Great Church-lane, Hammersmith, estimated annual value £45 per annum—Sold for £450.

Leasehold, 4 houses, being Nos. 1 to 4, Albion-gardens, Albion-road, Hammersmith, producing £80 per annum; term, 95 years from 1850; ground-rent £3 a house—Sold for £725.

By Messrs. CLEMMENS & SONS.

Freehold ground-rents, amounting to £69 per annum, secured upon the Congregational Church and 5 residences, situate at Ealing-green, Middlesex—Sold for £1,590.

Leasehold house, being No. 40, Chester-street, Kennington.—Sold for £260.

Leasehold residence, being No. 16, Park-street, Grosvenor-square; term 26 years unexpired; ground rent £20 per annum.—Sold for £500.

By Messrs. Farebrother, Lye, & Wheeler.

Freehold tithe rent-charges, amounting to £145 per annum, arising out of farms and lands situate in the parish of Chatton, Northumberland—Sold for £3,000.

By Mr. Murrell.

Freehold house, being No. 9, Red Lion-street, Clerkenwell—Sold for £910.

Freehold estate, comprising a house, being No. 10, Red Lion-street aforesaid, with chapel in the rear—Sold for £1,150.

April 10.—By Messrs. Daniel Cronin & Sons.

Lease, &c., of that Wine and Spirit Establishment known as the Hope, New-street, Dorset-square; term, 28 years unexpired, at a rent of £105 per annum—Sold for £7,610.

Lease, &c., of the Hampshire Hog Wine and Spirit Establishment, No. 410, Strand; term 23 years' unexpired, at a rent of £85 per annum—Sold for £4,700.

Lease, &c., of the Northumberland Hotel, Northumberland-street, Strand; term, 21 years from Christmas last, at a rent of £158 per annum—Sold for £630.

By Messrs. Ellis & Son.

Freehold premises situate No 9, Philpot-lane, Fenchurch-street; let at £200 per annum—Sold for £5,000.

Freehold, 3 cottages, situate in Denmark-street, Camberwell, producing £68 per annum—Sold for £1,010.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRODRICK—On April 6, the wife of W. Brodrick, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.

HOUGHTON—On April 5, the wife of J. Houghton, Esq., Barrister-at-Law, of a daughter.

JOHNSON—On April 1, the wife of E. Johnson, Esq., Solicitor, of a daughter.

LUTHER—At Clonmel, the wife of John Thomas Luther, Esq., Solicitor, of a son.

McGASTY—On March 31, at Dublin, the wife of A. D. McGasty, Esq., Barrister-at-Law, of a son

STALLARD—On April 12, at Blackheath, the wife of F. Stallard, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

ALEXANDER—SMYTH—On March 28, at St. Peter's, Pimlico, John Edward Alexander, Esq., of Viareggio, Italy, to Kezia Annie Clementina, youngest daughter of the late Beresford Burston Smyth, Esq., Barrister-at-Law, of Lower Leeson-street, Dublin.

HASTINGS—HOLT—On March 28, at St. George's, Hanover-square, G. Hastings, Esq., Lincoln's-inn, to Constance A., daughter of the Rev. E. C. Holt, of Eccleston-street, Chester-square.

MANSFIELD—PROSSER—On March 20, William Mansfield, Esq., of Mildmay-park, son of W. C. Mansfield, Esq., Solicitor, to Lydia, daughter of W. H. P. Prosser, Esq., Upper Clapton.

WHITE—JOHNSON—On March 29, at East Wemyss, by the Rev. E. F. Knight, M.A., William White, Esq., Solicitor, Dublin, to Anna, eldest daughter of James Johnson, Esq.

DEATHS.

CARR—On April 8th, C. Carr, Esq., Solicitor, Skipton, aged 73.

FLOOD—On March 30, Florence Elizabeth, fourth daughter of John Flood, Esq., of North Great George's-street, Dublin, Barrister-at-Law, aged 11 years.

GOULBURN—On April 6th, the Hon. Catherine Goulburn, wife of Mr. Serjeant Goulburn.

LOWNDES—On April 6th, W. L. Lowndes, Esq., Q.C., aged 72.

MIDDLETON—On April 4, B. B. Middleton, son of B. Middleton Esq., late Advocate-General of Jamaica, aged 28.

OWSTON—On April 7, R. Owston, Esq., Solicitor, aged 63.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Lea, Rev. Thomas, Tadmarton, Oxfordshire, and the Rev. J. Marriott, Bradfield, Berkshire. £38 15s. 7d. £3 per Cent. Consolidated Annuities—Claimed by said Rev. T. Lea, and the Rev. J. Marriott.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, April 7, 1865.

Limited in Chancery.

General Rolling Stock Company (Limited).—Master of the Rolls has, by an order dated March 11, appointed Henry Chatteris, Lawrence-lane, Official Liquidator of the above-named company.

Unlimited in Chancery.

Portsmouth, Portsea, Gosport, and South Hants Banking Company.—Petition for winding-up, presented March 31, to be heard before Vice-Chancellor Kindersley April 21. Tilleard & Co, Old Jewry, solicitors for the petitioners.

Unity Joint-Stock Mutual Banking Association.—Order to wind-up, made by the Master of the Rolls on March 28, to be continued, subject to the supervision of the Court. Lawson, John-st, Bedford-st, Bedford-row, solicitor for the petitioners.

Tuesday, April 11, 1865.

Limited in Chancery.

Bristol Brewing Company (Limited).—Petition for winding-up, presented April 6, to be heard before Vice-Chancellor Wood, April 22. White & Sons, Bedford-row, for Bevan, Bristol, solicitor for the petitioner.

British and Foreign Gas Generating Apparatus Company (Limited).—Petition to wind-up, presented March 25, to be heard before the Master of the Rolls, on the next day of petitions. Harrison & Lewis, Old Jewry, solicitors for the petitioner.

British and Foreign Gas Generating Apparatus Company (Limited).—Petition to wind-up, presented April 11, to be heard before Vice-Chancellor Stuart, on the next day of petitions. Woolf, King-st, Cheapside, solicitor for the petitioner.

Hamburgh and Continental Exchange Bank (Limited).—Petition to wind-up, presented March 25, to be heard before the Master of the Rolls, April 22. Deane & Co, South-sq, Gray's-inn, solicitors for the petitioner.

Friendly Societies Dissolved.

Tuesday, April 11, 1865.

United Undertakers' Gift Fund, Chapel House, Chapel-st, Pentonville. April 5.

Victoria Docks Provident Society, Victoria Docks. March 23.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, April 7, 1865.

Behr, Moritz, Winchester, Doctor of Philosophy. April 26. Wooldridge *v* Nutt, V. C. Kindersley.

Jones, Robt, Pembroke, Ironmonger. April 21. Jones *v* Lock, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, April 7, 1865.

Bannister, Jas, Northfleet, Kent. June 1. Russell & Son, Queen-st, Cheapside.

Bowren, Jemima, Cheam, Surrey, Widow. May 8. Carpenter, Coleman-st.

Calvert, Eliz, Mabledon-pl, Burton-cres, Spinster. May 4. Simpson & Dimond, Henrietta-st, Cavendish-sq.

Duffield, Sarah, Leeds, Widow. June 1. Barr & Co, Leeds.

Engledew, Eliz, Melbourne, Derby, Widow. May 31. E. & T. Fisher.

Gee, Wm Hy, Lpool, Architect. May 20. Lace & Co, Lpool.

Green, Edwin Linton, Monkwell-st, Falcon-sq, Builder. May 10. Weeks, Falcon-sq.

Guthrie, Alex, Upper Wimpole-st, Merchant. June 1. Turner, Jermyn-st.

Higgins, Peter, Paddington, Chester, Hide Merchant. June 20. Ford & Duncan, Chester.

Hoole, Fredk, Stanton upon Hine heath, Salop, Farmer. May 20. Edwards, Shrewsbury.

Keen, Fras, Bristol, Accountant. June 5. Harley, Bristol.

Lake, John, King's Langley, Hertford, Civil Engineer. May 6. Grover & Stocken, Hemel Hempstead.

May, Saml Marshall Thomson, Brynsworthy, Fremington, Devon, Esq. May 15. Willoughby & Cox, Clifford's-inn.

Fownall, Walter, Sinchal Darjeeling, Upper Bengal, Major. Aug 31. Birch & Ingram, Lincoln's-inn-fields.

Price, Thos, River-ter, York-rd, Islington, Coffeehouse Keeper. May 4. Cherry, Caledonian-rd.

Ouchterlony, Thos, Fenchurch-st, Merchant. June 5. Wordsworth & Co, South Sea-house, Threadneedle-st.

Sowell, Joseph, Budleigh Salterton, Devon, Gent. May 31. Langley, Charlotte-st, Bedford-sq.

Tuesday, April 11, 1865.

Brooker, Wm, Matlock, Derby, Hotel Keeper. May 20. Bothamley & Freeman, Coleman-st.

Cogswell, Jas, Trowbridge, Wilts, Cloth Manufacturer. June 1. Russell & Son, Queen-st, Cheapside, agents for Rodway, Trowbridge.

Cooper, Eliz, North Town, nr Maidenhead, Berks, Widow. May 15. Darvill & Co, Windsor.

Dennison, Andrew, Albany-st, Regent's-park, Licensed Victualler. July 8. Janson & Co, Basinghall-st.

Dennys, Lardner, Leighton-villas, Tuffnell-park West, Commander R.N. April 30.

Gosford, Archibald, Earl of, Gosford Castle, Armagh. May 20. Farrer & Co, Lincoln's-inn-fields.

Lane, Thos, Thames Ditton, Surrey, Esq. June 24. Gregory & Co, Park-st, Westminster.

Murphy, Wm, Upper Marylebone-st, Painter. May 21. Hobbs & Seal, Serjeants'-inn, Fleet-st.

Parbury, Maria Louisa, Cornwall-pl, Holloway, Widow. June 9. Sawyer & Brettell, Staple-inn, Holborn.

Sidwell, Robt, Stirrup, Nottingham, Farmer. June 7. Cartwright & Son, Bawtry.

Smith, John, Fradswell-hall, Stafford, Esq. May 1. Knight & Udall, Newcastle.

Spencer, Saml, Bradshaw-lane, Ovenden, Halifax, York, Farmer. May 20. Hill, Halifax.

Assignments for Benefit of Creditors.

Friday, April 7, 1865.

Fletcher, Thos Gerrard, & Hy Wickens, Aldermanbury, Warehousemen. March 31. Harrison & Lewis, Old Jewry.

Tuesday, April 11, 1865.

Robertson, Geo, & Wm Hy Ward, Fenchurch-st, Provision Merchants. March 9. Harrison & Lewis, Old Jewry.

Jump, Jas, Lpool, Contractor. March 15. J. & H. Gregory, Lpool.

Baker, Rich, Mincing-lane, Colonial Broker. March 17. Lawrance & Co, Old Jewry-chambers.

Deeds registered pursuant to Bankruptcy Act, 1861.

Friday, April 7, 1865.

Bailey, John, Ardwick, Manch, Provision Dealer. March 30. Comp. Reg April 6.

Barnes, Wm, & Joseph Howe, Manch, Builders. March 16. Conv. Reg April 7.
Biles, Joseph, Bath, Draper. March 20. Conv. Reg April 4.
Blumberg, Hy, Bournemouth, Hants, M.D. April 6. Comp. Reg April 7.
Boyes, Cunningham Burnside, Waltham-cross, Herts, Travelling Draper. March 13. Conv. Reg April 6.
Carter, Elliot, Highburton, Huddersfield, Edge Tool Maker. March 29. Conv. Reg April 6.
Connor, Richd, Paragon-rd, Hackney, Auctioneer. April 5. Comp. Reg April 5.
Crowther, Joseph, Todmorden, York, Boot and Shoe Maker. March 16. Conv. Reg April 6.
Curtis, Wm Letty, Bampton, Devon, Shopkeeper. March 13. Comp. Reg April 4.
Davenport, Wm, Miles Davenport, & Benj Davenport, Ratcliff Bridge, Lancaster, Manufacturers. March 9. Conv. Reg April 6.
Dean, Jas, & Fredk Croft, Lpool, Merchants. March 8. Comp. Reg April 5.
Dewhurst, Jas, Pendleton, Lancaster, Fishmonger. April 4. Comp. Reg April 5.
Dodge, Hubert, Blackheath, Kent, Upholsterer. March 20. Conv. Reg April 6.
Elton, Geo, Milton-next-Gravesend, Gas Fitter. March 8. Conv. Reg April 4.
Essery, Robt, Wood Hill, Northampton, Tailor. March 10. Comp. Reg April 4.
Farmer, Thos Rawson, & John Knee, Nottingham, General Warehouseman. March 11. Asst. Reg April 6.
Fisher, Thos, Dewsbury, York, Blanket Manufacturer. March 22. Asst. Reg April 4.
Florack, Jacob Jaseph, Bradford, York, Yarn Merchant. April 4. Comp. Reg April 6.
Forshaw, Peter, Stanley, nr Lpool, Licensed Victualler. March 21. Conv. Reg April 6.
Graham, John, & Jas Graham, Leeds, Woollen Manufacturers. March 18. Conv. Reg April 6.
Gregory, Saml, Kingston-upon-Hull, Cabinet Maker. March 17. Conv. Reg April 6.
Hays, Wm Ivery, Cannot-st, Monetary Agent. March 25. Comp. Reg April 6.
Hendrie, John, Cheshunt, Hertford, Surgeon. March 13. Comp. Reg April 6.
Hooper, James, Ford, Wiltshire, Surgeon. April 4. Comp. Reg April 7.
Hubball, Wm, Birkenhead, Chester, Earthenware Dealer. March 10. Comp. Reg April 6.
Ingram, Mary, Chester, Upholsterer. March 8. Asst. Reg April 5.
Joseph, Lewis, Merthyr Tydfil, Glamorgan, Watch Maker. March 23. Comp. Reg April 7.
Kaye, Wm, Salisbury, Wilts, Innkeeper. March 8. Conv. Reg April 5.
Kenyon, Wm, & Hy Taylor, Accrington, Lancaster, Cotton Manufacturers. March 18. Comp. Reg April 6.
Lewis, Wm, &|Alfred Heber Lewis, Redditch, Worcester, Needle Manufacturers. March 7. Conv. Reg April 4.
Maidlow, John, Bayswater, Middlx, Builder. March 1. Asst. Reg April 6.
Malings, Wm, Poultry, Merchant. April 5. Comp. Reg April 6.
Massey, John, Berkeswell, Warwick, Baker. March 25. Comp. Reg April 6.
May, Ferdinand, Church-rd, Islington, Hotel Keeper. April 4. Comp. Reg April 4.
Miller, Thos, Buckhurst-hill, Essex, China and Glass Dealer. April 7. Comp. Reg April 7.
Mills, John, Heywood, Lancaster, Innkeeper. March 9. Asst. Reg April 6.
Morgan, Alfred, Cardiff, Glamorgan, Shoemaker. March 16. Conv. Reg April 5.
Nelson, Jas, Morley, York, Cloth Manufacturer. March 27. Comp. Reg April 6.
Nichols, John, Farnham, Surrey, Stationer. March 9. Conv. Reg April 5.
Ogilvie, Edwd Johnson, Gorton, Manch, Joiner. March 13. Comp. Reg April 7.
Owen, Jas, Glossop, Derby, Innkeeper. March 21. Comp. Reg April 6.
Penney, Chas John, Compton-rd, Canonbury, Varnish Manufacturer. March 10. Comp. Reg April 6.
Rollings, John, Pembroke-dock, Pembroke, Baker. March 10. Comp. Reg April 5.
Rust, Fras, Gt Winchester-st, Comm Agent. March 20. Comp. Reg April 6.
Searle, Wm, Camberwell-rd, Linen Draper. March 11. Conv. Reg April 5.
Shaw, Wm, Altrincham, Chester, Boot and Shoe Maker. March 8. Conv. Reg April 5.
Smith, John, & Grimshaw Hy Smith, Burnley, Lancaster, Cotton Manufacturers. March 10. Comp. Reg April 5.
Smith, John Hy, Hanley, Stafford, out of business. March 20. Conv. Reg April 7.
Snook, Jas, Nottingham, Draper. March 25. Comp. Reg April 5.
Soilleux, Fredk, Paradise-pl, South Hackney, Stock and Share Dealer. March 21. Comp. Reg April 4.
Spencer, Hy, Guildhall-chambers, Attorney. March 27. Comp. Reg April 7.
Spencer, Robt Hopwood, Bury, Lancaster, Waste Dealer. March 22. Conv. Reg April 6.
Spencer, Thos, Swallowcliffe, Wilts, Shoemaker. March 13. Asst. Reg April 6.
Stanley, Lydia, Wootten Bassett, Wilts, Butcher. March 14. Conv. Reg April 5.
Topham, Joseph Abraham, Sheffield, Grocer. March 27. Conv. Reg April 5.
Waddington, Edwin Arthur, Halifax, York, Baby Linen Warehouseman. March 10. Conv. Reg April 6.
Wightman, Benj, Reading, Berks, Grocer. March 15. Conv. Reg March 5.
West, Edwd, Portsea, Hants, Saddler. March 14. Conv. Reg April 3.
Whitley, John, Bolton, Lancaster, Book Keeper. March 16. Conv. Reg April 6.
Wright, John, Norton, Derby, Colliery Owner. March 6. Conv. Reg April 3.

TUESDAY, April 11, 1865.

Adams, Geo, Brewer-street, Golden-square, Boot Maker. March 15. Comp. Reg April 10.
Aggs, Thos, Fenchurch-street, Ship Broker. April 4. Comp. Reg April 10.
Alison, John, Wellington, Salop, Travelling Draper. March 31. Comp. Reg April 8.
Bazeley, Uriah, Coaton, Northampton, Farmer. March 27. Conv. Reg April 10.
Bowcock, Bartholomew, Manch, Fancy Goods Dealer. March 15. Comp. Reg April 11.
Brearley, Jas, Stourbridge, Worcester, Draper. March 15. Conv. Reg April 10.
Burn, Wm, Bradford, York, Cab Proprietor. March 31. Conv. Reg April 7.
Crosser, Geo, Lymm, Chester, Shopkeeper. March 13. Conv. Reg April 8.
Crump, Philip Edwd, Bridgewater, Somerset, Printer. March 13. Comp. Reg April 10.
Evans, Thos, Sheffield, York, Machine Tool Manufacturer. April 1. Conv. Reg April 10.
Fletcher, Thos Gerrard, & Hy Wickins, Aldermanbury, Warehousemen. March 31. Conv. Reg April 11.
Fosbrooke, Leonard John, Lpool, Coal Merchant. March 30. Conv. Reg April 8.
French, Francis Philip, Linstead Magna, Suffolk, Farmer. March 11. Asst. Reg April 7.
Gibson, John Boydell, New Coventry-st, Leicester-sq, Saddler. March 15. Conv. Reg April 11.
Goodale, Jas, Ramsey, Huntingdon, Innkeeper. March 16. Conv. Reg April 8.
Gough, John, Bridgwater, Somerset, Ship Builder. April 4. Asst. Reg April 10.
Grant, Susan Eliz, Holborn-hill, Milliner. April 3. Comp. Reg April 11.
Greengrass, Hy, Newport, Isle of Wight, Boot Manufacturer. March 24. Conv. Reg April 11.
Grimwood, Edwd, Ossulston-st, Somers-town, Draper. March 13. Conv. Reg April 10.
Harris, Abraham, & Joseph Harris, West Hartlepool, Durham, Silversmiths. March 18. Comp. Reg April 8.
Hebden, Frank, Halifax, York, Watchmaker. March 21. Conv. Reg April 7.
Hutchinson, Hy, Bolton, Lancaster, Watchmaker. March 20. Conv. Reg April 7.
Jack, Fredk Peter, Three Colt-lane, Mile End, Oilman. April 6. Comp. Reg April 10.
Jackson, Benj Saml, Horningsham-villas, Upper Holloway, Dentist. March 31. Comp. Reg April 10.
Jones, Thos, Treherbert, Glamorgan, Draper. March 31. Comp. Reg April 10.
Kidd, Wm, Lpool, Comm Agent. April 3. Asst. Reg April 10.
Lane, Wm, Brighton, Photographer. March 31. Comp. Reg April 10.
Lialter, Joseph, Aldgate, Butcher. April 5. Comp. Reg April 11.
McDermid, Joseph, Darlington, Durham, Coach Builder. March 20. Conv. Reg April 8.
Mawdsley, Ann, Ormskirk, Lancaster, Joiner. March 16. Conv. Reg April 8.
Merry, Samuel, St James's-st, Saddler. April 3. Conv. Reg April 11.
Miller, John, Manch, Ironfounder. Feb 28. Comp. Reg April 11.
Mills, Thos, St Thomas the Apostle, Devon, Grocer. March 17. Asst. Reg April 10.
Moore, Andrew, Fareham, Southampton, Coach Builder. March 27. Conv. Reg April 10.
Moss, John, Kensington, Draper. March 16. Comp. Reg April 10.
Place, John, Pendleton, Manchester. March 14. Conv. Reg April 10.
Poole, Octavius, Mile End-rd, Comm Agent. March 27. Asst. Reg April 8.
Scotcher, John Adams, Bury St Edmunds, Suffolk, Gunsmith. March 27. Conv. Reg April 10.
Shuttleworth, Hy, John Barlow, & Thos Bootle, Blackburn, Lancaster, Cotton Manufacturers. March 15. Conv. Reg April 11.
Smith, Brothers, & Co, Halifax, York, Cotton Spinners. March 18. Comp. Reg April 11.
Sykes, John, & Thos Holt, Huddersfield, Woollen Merchants. March 14. Conv. Reg April 8.
Thomas, Fredk Geo, Lpool, Engineer. April 6. Comp. Reg April 10.
Thornly, Wm, Newton, Hyde, Chester, Provision Dealer. March 28. Comp. Reg April 11.
Turnley, Wm, York, Cabinet Maker. March 22. Conv. Reg April 8.
Walsh, Saml, Outwood, Lancaster, Whitster. March 13. Inspectorship. Reg April 8.
Watkins, Walter, Northampton, Leather Seller. April 1. Comp Reg April 8.
Worrall, Robt, Nottingham, Painter. March 13. Conv. Reg April 8.

Bankrupts.

FRIDAY, April 7, 1865.

To Surrender in London.

Ballard, Geo, Wilderness-row, Clerkenwell, Cabinet Maker. Pet April 5. April 24 at 1. Howell, Cheapside.
Bernstein, David, Sydney-sq, Commercial-rd East, Dealer in Fancy Goods. Pet April 6. April 25 at 12. Murray, Gt St Helen's.
Brett, John Geo, New North-st, Red Lion sq, Solicitor's Clerk. Pet April 3. April 26 at 3. Leverson, Bishopsgate-st Within.
Buckland, Wm Thompson, Prisoner for Debt, London. Pet April 5 (for pau). April 24 at 1. Hill, Basinghall-st.
Cameron, Jas, Sand-court, Back-rd, out of business. Pet March 31. April 22 at 1. Marshall, Hatton-garden.
Carter, Geo, Brick-lane, Kingston, Yeast Merchant. Pet April 3. May 3 at 12. Towne, Bloomsbury.

Collins, Edward Duppa, Builder, Albemarle-st, Piccadilly. Pet March 21. April 25 at 11. Lawrance & Co, Old Jewry-chambers.
Constantine, John, Blackburn, Lancaster, General Dealer. Adj March 15. Manch, May 11 at 1.
Cooper, Thos, Prisoner for Debt, London. Pet April 5. May 3 at 1. Merriman, Bouverie-st.
Danchell, Chas Hambro, Mincing-lane, Merchant. Pet April 4. May 3 at 12. Hillyer & Co, Fenchurch-st.
Ford, Thos, Fulham, Middx, Clerk in the Educational Department, Downing-st. Pet April 4. May 3 at 12 Biddles, Chancery-lane.
Gill, Harry, Union-pl, Newington, out of business. Pet April 4. April 24 at 1. Neale, Kennington-rd.
Haslam, Edwin, Stoke Newington, Merchant's Clerk. Pet March 30. April 22 at 1. Lofty & Co, Cheapside.
Harding, David, Eastbourne, Builder. Pet April 3. April 25 at 12. Perry, Guildhall-chambers.
Holdom, Wm, Old Ford, Table Manufacturer. Pet April 1. May 3 at 11. Walmisley, Westminster.
Horner, Hy, Tottenham, out of business. Pet April 3. April 24 at 12. Walker, Guildhall-chambers.
Hustler, Orbell Anderson, Radwinter, Essex, Farmer. Pet April 3. May 3 at 11. Field & Co, Lincoln's-inn-fields.
Jaques, John Hy, Watling-st, Contractor. Pet April 3. April 26 at 3. Hill, Basinghall-st.
Joner, Fredk Ayrton, Islington, Boot and Shoe Manufacturer. Pet April 3. April 24 at 11. Eldred & Andrews, Bedford-row.
Kemp, Horatio, Brixton-rd, Auctioneer. Pet March 28. April 22 at 1. Braddon, Dane's-inn.
Knight, Wm, Emerson-ter, Southwark, out of business. Pet April 5. April 20 at 1. Hill, Basinghall-st.
Ling, Geo, Clarence-st, Kingston, Pig Dealer. Pet April 4. April 24 at 1. Hill, Basinghall-st.
May, John, Carlisle-st, Lambeth, Potter's Assistant. Pet April 4. April 25 at 12. Holmes, Fenchurch-st.
Paramore, Hy David, Woolwich, Kent, Assistant-Paymaster H. M.'s Navy. Pet April 3. April 24 at 12. Lewis & Lewis, Ely-pl, Holborn.
Rampton, Chas, Alton, Hants, Watchmaker. Pet March 30. April 20 at 12. White, Dane's-inn, Strand.
Rogers, Wm Pearce, Prisoner for Debt, London. Pet April 3 (for pau). April 26 at 3. Hill, Basinghall-st.
Rootham, Jas, Rushden, Northampton, Baker. Pet April 4. April 24 at 1. Metcalfe, Furnival's-inn.
Rosenberg, Chas, Prisoner for Debt, London. Pet April 1 (for pau). April 24 at 12. Hill, Basinghall-st.
Sheen, Wm, Tyro-ter, Bermondsey, Cloth Japanner. Pet April 3. April 25 at 11. Hill, Basinghall-st.
Stevens, Joseph Fisher, Kent, Lieut.-Col. H. M.'s Army. Pet March 28. April 24 at 11. Lawrance & Co, Old Jewry-chambers.
Tayler, Edwin Miles, Prisoner for Debt, London. Pet April 5 (for pau). May 3 at 1. Hill, Basinghall-st.
Waterworth, Geo, jun, & Wm Waterworth, Gt St Helen's, Tortoiseshell Merchants. Pet April 4. April 24 at 1. Murray, Gt St Helen's.
Wilson, Robt, Dalston-rise, Dalston, Clerk to an Ironfounder. Pet April 4. April 20 at 12 Hill, Basinghall-st.
Woodbridge, Fredk, Prisoner for Debt, London. Pet April 1. April 25 at 12. Stark, Furnival's-inn.

To Surrender in the Country.

Allen, Fredk Owen, Whitstable, Kent, Tailor. Pet April 3. Canterbury, April 19 at 10. Delasaux, Canterbury.
Ashley, Hy, Heigham, Norwich, Baker. Pet April 4. Norwich, April 24 at 11. Sadd, Norwich.
Aston, John, Sedgley, Stafford, Innkeeper. Pet April 3. Dudley, April 20 at 11. Warmington, Dudley.
Atkinson, John, Manch, Salesman. Pet April 5. Manch, April 27 at 11. Farrington, Manch.
Bomford, Wm Stone, Wyre Fiddle, Fladbury, Worcester, Farmer. Pet April 5. Birm, April 24 at 12. Allen, Birm.
Coo, Wm, Horncastle, Lincoln, Builder. Pet April 4. Horncastle, April 18 at 11. Chambers, Lincoln.
Cooper, Geo, Crewe, Chester, Fishmonger. Pet March 30. Crewe, April 27 at 10. Salt, Crewe.
Curtis, Jas, Middlesborough, York, Grocer. Pet April 4. Stockton-on-Tees, April 19 at 3. Clemmett, Stockton.
Davis, John, sen, Bedford, Dealer in Earthenware. Pet April 5. Bedford, April 19 at 12. Conquest & Stimson, Bedford.
Denham, Edward, Prisoner for Debt, Lancaster. Pet March 27 (for pau). Lancaster, April 21 at 12. Gardner, Manch.
Eastes, Chas, Milton-next-Gravesend, Chemist. Pet April 4. Gravesend, April 19 at 12. Outred, Gravesend.
Every, Hy, Cotham Lime Works, Westbury-upon-Trym. Pet March 31. Bristol, April 28 at 12. Hill, Bristol.
Fisher, Matth, Carlisle, Cumberland, Photographic Artist. Pet April 3. Carlisle, April 19 at 11. Wannop, Carlisle.
Frost, Arthur, East Harting, Sussex, Grocer. Pet April 4. Midhurst, April 21 at 10. Soames, Petersfield.
Godley, Wm, St John's-common, Sussex, out of business. Pet April 3. Cuckfield, April 12 at 11.30. Lamb, Brighton.
Green, Wm, Prisoner for Debt, Lancaster. Pet March 25. Lancaster, April 21 at 12. Gardner, Manch.
Halstead, Wm, Prisoner for Debt, Lancaster. Adj March 15. Manch, May 1 at 11. Morgan, Manch.
Higginson, Wm, Hanley, Stafford, Blacksmith. Pet April 5. Hanley, April 22 at 11. Tomkinson, Burslem.
Hobbiss, John, Birm, Journeyman Glass Cutter. Pet March 28. Birm, March 1 at 10. Duke, Birm.
Hodgson, Wm, Hulme, Manch, Butcher. Pet March 29 (for pau). Manch, April 24 at 9.30. Gardner, Manch.
Howell, Alfred, West Cowes, Hants, Boot Maker. Pet April 1. Newport, April 19 at 12.30. Joyce, Newport.
Hughes, Thos, Llanfairfechan, Carnarvon, Builder. Adj March 20. Bangor, April 18 at 12. Roberts, St Asaph.
Jones, John, St Asaph, Flint, Teacher of Music. Pet April 4. St Asaph, April 26 at 11. Roberts, St Asaph.
Jones, Wm, Bilston, Stafford, Licensed Victualler. Pet April 6. Birm, April 21 at 12. Stratton, Wolverhampton.
Kemp, John, Monks Coppenhall, Chester, Carter. Pet March 30. Crewe, April 27 at 10. Cooke, Crewe.
Knowles, Edwd, Leebottom, nr Todmorden, York, Stone Dealer. Pet April 1. Leeds, April 24 at 11. Bond & Barwick, Leeds.
Lee, John, Middleton, Lancaster, Bricklayer. Pet April 4. Manch, April 25 at 12. Ascroft, Oldham.
Leuty, Wm, Leeds, York, Accountant's Clerk. Pet April 4. Leeds, May 1 at 11. Harle, Leeds.
Morgan, Thos, Neath, Glamorgan, Beer Retailer. Pet April 5. Neath, April 19 at 11. Cuthbertson, Neath.
Morgan, Wm, Cambridge, Journeyman Baker. Pet April 3. Cambridge, April 24 at 12. Whitehead & French, Cambridge.
Mutton, Saml, Plymouth, Devon, Furniture Broker. Pet April 1. East Stonehouse, April 19 at 11. Robins, Plymouth.
Newick, Walter, Yeovil, Somerset, Innkeeper. Pet April 3. Yeovil, April 21 at 12. Watts, Yeovil.
Nuttall, Jonathan, Prisoner for Debt, Lancaster. Pet March 25 (for pau). Lancaster, April 21 at 12. Gardner, Manch.
O'Reilly, John, Manch, out of employment. Pet March 27 (for pau). Lancaster, April 21 at 12. Gardner, Manch.
Ovens, Jas, Hindon, Wilts, Shopkeeper. Pet April 5. Shaftesbury, April 22 at 12. Chitty, Shaftesbury.
Pickard, Francis, Prisoner for Debt, Winchester. Adj Feb 20. Winchester, April 27 at 11.
Priestly, Saml, Bradford, York, Farmer. Pet April 1. Bradford, April, 17 at 10. Hutchinson, Bradford.
Priestly, Wm, Wigan, Lancaster, Labourer. Pet March 27 (for pau). Lancaster, April 21 at 12. Gardner, Manch.
Race, Wm, Coundon, Durham, Coal Miner. Pet March 30. Bishop Auckland, April 20 at 10. Thornton, Bishop Auckland.
Reed, Michael, Middlesborough, York, out of business. Pet April 3. May 1 at 11. Harle, Leeds.
Rhodes, Israel, Birm, Packing Case Maker. Pet April 3. Birm, May 1 at 10. Duke, Birm.
Robinson, John, Nottingham, out of business. Pet April 3. Nottingham, April 19 at 11. Lee, Nottingham.
Sales, Joseph, Wainfleet, Lincoln, Draper. Pet March 20. Leeds, April 19 at 12. Reid & Abbey, Hull.
Sloan, John Henry, Lpool, Lancaster, Comm Agent. Pet March 27 (for pau). April 21 at 12. Johnson & Tilly, Lancaster.
Southern, Lee, senr, Manch, out of business. Pet April 3. Manch, April 25 at 11. Crowther, Manch.
Step, Thos, East Stonehouse, Devon, Smith. Pet April 1. East Stonehouse, April 19 at 11. Robins, Plymouth.
Stevens, Hy Thurlow, Norwich. Adj March 16 (for pau). Norwich, April 17 at 11. Emerson, Norwich.
Tait, Jas, Newcastle-upon-Tyne, Publican. Adj April 14. Newcastle-upon-Tyne, April 25 at 12. Scaife & Britton, Newcastle-upon-Tyne.
Tatton, Jas, Stoke-upon-Trent, Stafford, Beerhouse Keeper. Pet April 3. Stoke-upon-Trent, April 24 at 11. Tennant, Hanley.
Thompson, Fred, Temple, Bristol, Carpenter. Pet April 3. Bristol, April 28 at 12. Nash, Bristol.
Thrower, Geo, Pulham, Norfolk, Blacksmith. Pet April 4. Harleston, April 21 at 12. Gudgeon, jun, Stowmarket.
Turner, Richard, Crewe, Chester, Grocer. Pet March 30. Crewe, April 27 at 10. Salt, Crewe.
Turner, Wm Geo, Ardwick, Manch, Commercial Clerk. Pet April 5. Manch, April 27 at 12. Sale & Co, Manch.
Wagstaff, John, Roxton, Bedford, Shoemaker. Pet April 5. Bedford, April 19 at 11. Conquest & Co, Bedford.
Wilson, Chas & Alfred Wilson, Stratford-upon-Avon, Warwick, Licensed Victualler. Pet April 4. Birm, April 20 at 12. Allen, Birm.

TUESDAY, April 11, 1865.

To Surrender in London.

Bateman, Alfred, East-st, Walworth, Pianoforte Maker. Pet April 6. May 3 at 1. Clark, Dean's-ct, St Paul's-churchyard.
Broad, Chas, High-st, Whitechapel, Eatinghouse-keeper. Pet April 6. April 25 at 1. Phillips, Sise-lane.
Clunie, John, Trafalgar-rd, Old Kent-rd, Clerk to a Warehouseman. Pet April 8. May 3 at 2. Munday, Basinghall-st.
Crossman, Wm Hy Fredk, Norfolk-ter, Cowley-rd, Brixton, no occupation. Pet April 4. April 25 at 12. Chidley, Old Jewry.
Drury, Rupert, Sloane-st, Chelsea, Dentist. Pet April 7. April 25 at 1. Davies, Baring-st, New North-rd.
Erby, Richd. Harley-mews, North Harley-st, Cavendish-sq, Cab Proprietor. Pet March 20. May 3 at 3. Newbon & Starkey, Doctors'-commons.
Evans, Hy Griffiths, Adams-ct, Old Broad-st, out of business. Pet April 5. May 3 at 12. Wood & Ring, Basinghall-st.
Graham, Horace Jewin-st, Cripplegate, Commercial Traveller. Pet April 10. April 25 at 2. Drake, Basinghall-st.
Gillot, Alphonse, Copthall-ct, Throgmorton-st, Stockbroker. Pet March 31. May 3 at 3. Travers & Co, Throgmorton-st.
Hall, Wm, New-st, Cloth-fair, Grocer. Pet April 6. April 24 at 2. Mason, Symond's-inn.
Henzell, Joseph, St. Benet's-pl, Gracechurch-st, Insurance Agent. Pet April 6 May 3 at 1. Moss, Gracechurch-st.
Hughes, Lancelot Steele, Upper Charles-st, Goswell-rd, Clerk to a Wholesale Druggist. Pet April 7 (for pau). May 3 at 2. Atkinson, High Holborn.
Kimick, Engelbert, Hemel Hampstead, Hertford, Watch and Clock Maker. Pet April 7. April 25 at 1. Olive, Portsmouth-st, Lincoln's-inn-fields.
Levy, saac, & Joseph Levy, Commercial-st, Whitechapel, Drapers. Pet April 4. April 25 at 2. Sydney, Old Jewry.
Lock, Geo Wm, Oxford-st, Mile End, Coal Agent. Pet April 6. April 24 at 2. Pope, Winchester House, Old Broad-st.
Margrie, Thos, Gray-st, Blackfriars-rd, Timber Dealer. Pet April 7. April 26 at 11. Pope, Gray's-inn-sq.
Molloy, John Bernard, St Mary Axe, Export Oilman. Pet April 6. April 24 at 2. Cooke, New Broad-st.
Newman, Geo, Glasshouse-st, Whitechapel, Milkman. Pet April 7. April, 25 at 1. Buchanan, Basinghall-st.
Norman, Nathan, Brighton, Boot Dealer. Pet April 6. April 25 at 1. Linklaters & Hackwood, Walbrook.

Perry, John, Prisoner for Debt, London. Pet April 7. May 3 at 2. Marshall, Lincoln's-inn-fields.
Rice, Robt, Earl Soham, Suffolk, Farmer. Pet April 7. April 24 at 2. Shirreff & Son, Fenchurch-st, for Pollard, Ipswich.
Skelton, Edwd, Gt Russell-st, Bloomsbury, Land Agent. Pet April 7. April 24 at 2. Lewis & Co, Ely-pl, Holborn.
Wright, Mary Ann, Hayfield-cottage, Rosebank-rd, Old Ford, Painter. Pet April 6. May 3 at 2. Reed & Co, Gresham-st.

To Surrender in the Country.

Archer, Wm Nelson, Sunderland, Durham, out of business. Pet April 4. Sunderland, April 25 at 3. Bramwell, Durham.
Bainbridge, Peter, Salford, Lancaster, no business. Pet April 8. Salford, April 25 at 9.30. Slack, Manch.
Ball, Hy, Birm, Assistant to a Pistol Maker. Pet April 8. Birm, April 28 at 12. Beaton. Birm.
Ball, Joshua, Leek, Stafford, out of business. Pet April 3. Leek, April 13 at 11. Tennant, Hanley.
Barnes, Jas Geo, Bishopstoke, Southampton, Merchant's Clerk. Pet April 24. Winchester, April 24 at 12. Mackey, Southampton.
Billingham, Wm Amos, Witton-park, Durham, Plate Shearer. Pet April 8. Newcastle-upon-Tyne, April 26 at 11.30. Brignall, Durham.
Bolland, Mary, & Edwd Hoodhouse Bolland, Middleton, Lancaster, Ironfounders. Pet April 6. Manch, April 24 at 11. Cobbett & Wheeler, Manch.
Bone, John, Prisoner for Debt, Norwich. Adj March 22. King's Lynn, May 2 at 11. Nurse, King's Lynn.
Borst, Godfrey, Lpool, Comm Merchant. Pet April 6. Lpool, April 25 at 11. Evans & Co, Lpool.
Bruford, Francis, Bristol, General Merchant. Pet March 31. Bristol, April 26 at 11. Press & Inskip, Bristol.
Burr, John Wm Roberts, Gloucester, Accountant. Pet April 6. Gloucester, April 24 at 12. Taynton, Gloucester.
Charlton, Thos, Sunderland, Durham, Ship Chandler. Pet April 3. Newcastle-upon-Tyne, April 26 at 11.30. Graham, Sunderland.
Coates, Nelson, Colchester, Essex, Cab Driver. Pet April 3 (for pau). Colchester, April 22 at 12. Duffield & Co, Chelmsford.
Cole, Benj, Darlaston, Stafford, Licensed Victualler. Pet April 4. Walsall, April 24 at 12. Duignan & Co, Walsall.
Cotterill, Ann, & Isaac Edwd Cotterill, Wellington, Salop, Licensed Victuallers. Pet April 6. Birm, April 20 at 12. Hodgson & Son, Birm.
Cracknell, Benj, Southolt, Suffolk, Farmer. Pet April 5. Framlingham, April 24 at 2. Moseley, Framlingham.
Croudace, John, Sunderland, Durham, Timber Merchant. Pet April 5. Newcastle-upon-Tyne, April 26 at 12. Ranson, Sunderland.
Dixon, Hy, Bank Top, Morley, Leeds, Cloth Manufacturer. Pet April 7. Dewsbury, April 21 at 3. Harle, Leeds.
Fowle, Thos Lloyd, Fairford, Gloucester, Doctor of Music. Pet March 22. Bristol, April 21 at 11. King & Co, Bristol.
Gallimore, Chas Moore, Wednesbury, Stafford, Manufacturer's Clerk. Pet April 3. Walsall, April 24 at 12. Bayley, Wednesbury.
Gentle, Jas, Bedford, Journeyman Baker. Pet April 8. Bedford, April 22 at 12. Conquest & Stimson, Bedford.
Gibbs, Sarah, Banbury, Oxford, Fishmonger. Pet April 7. Banbury, April 27 at 10. Pellatt, Banbury.
Gosling, Jas, Leek, Stafford, Innkeeper. Pet April 7. Birm, April 24 at 12. Hodgson & Son, Birm.
Greenwood. Wm, Abberley, Worcester, Omnibus Proprietor. Pet April 6. Worcester, April 25 at 11. Corbet. Kidderminster.
Hall, Thos, Birm, out of business. Pet April 6. Birm, May 1 at 10. Francis, Birm.
Hamer, Saml, & John Parkinson, Ramsbottom, Lancaster, Manufacturers. Pet April 4. Manch, May 1 at 11. Richardson, Manch.
Hext, John, Prisoner for Debt, Taunton. Pet April 7. Exeter, April 21 at 1. Louch, Langport, and Clarke, Exeter.
Hickin, Joseph, Wednesbury, Stafford, Shingler. Pet April 4. Walsall, April 24 at 12. Waterhouse, Bilston.
Horsley, Wacey, Fakenham, Norfolk, Blacksmith. Pet April 6. Little Walsingham, April 27 at 3. Sadd, Norwich.
House, Hy, & Richard House, Bradford, York, Waste Dealers. Pet March 18. Leeds, May 1 at 11. Wood & Co, Bradford, and Carr ss & Co, Leeds.
Jackson. Alfred, Birm, Tobacconist. Pet April 7. Birm, April 24 at 12. Rawlins & Co, Birm.
King, Joseph, Grantham, Lincoln, Seedsman. Pet April 7. Birm, April 25 at 11. Smith, Nottingham.
Kirby. John, Willitoft, York, Farmer. Pet April 8. Leeds, May 3 at 12. Burland & Son, South Cave.
Lewis, Jas Philip, Cardiff, Glamorgan, Ship Broker. Pet April 6. Bristol, April 21 at 11. Batchelor, Newport.
McGhee. John, St Helen's, Lancaster, Draper. Pet March 29. Lpool, April 25 at 11. Evans & Co, Lpool.
Matthews, Thos, Cardiff, Glamorgan, Wharfinger. Pet April 5. Cardiff, April 21 at 11. Stephens, Cardiff.
Nolan, Joseph, Lpool, Boot Maker. Pet April 8. Lpool, April 25 at 11. Best, Lpool.
Oppenheim. Saul Benj, Manch, Cab Manufacturer. Pet March 30. Manch, May 3 at 11. Sale & Co, Manch.
Parker, Hy, Prisoner for Debt, Taunton. Adj April 4. Bristol, April 24 at 12. Trenchard, Taunton.
Pritchard, John Danl, Bristol, Oxalic Acid Manufacturer. Pet April 7. Bristol, April 28 at 11. Press & Co, Bristol.
Redman, Roberts, Bradford, Grocer. Pet April 7. Bradford, April 21 at 10. Hill, Bradford.
Roberson, Richd, Bunslet, Leeds, Journeyman Bricklayer. Pet April 7. Leeds, April 26 at 12. Harle, Leeds.
Simpson, Isaac, Dudley-hill, Bradford, Worsted Spinner. Pet April 5. Bradford, April 31 at 9.45. Dawson, Bradford.
Simpson, John, Halifax, Coal Agent. Pet April 7. Halifax, April 28 at 10. Jubb, Halifax.
Sullivan, John O., Cardiff, Boarding-house Keeper. Pet April 8. Cardiff, April 22 at 11. Raby, Cardiff.
Tindall, Geo, Scarborough, Painter. Pet April 5. Scarborough, April 24 at 4. Cornwall, Scarborough.
Tunstall, Wm, Prisoner for Debt, Manch. Adj March 14, Manch, April 22 at 9.30.
Waterman, Jas, Ramsgate, Shoemaker. Pet April 5. Ramsgate, April 22 at 11. Isaacson, Margate.
Watts, Joseph, Northampton, Innkeeper, Pet April 6. Northampton, April 22 at 10. Sheild & White, Northampton,

BANKRUPTCIES ANNULLED.

FRIDAY, April 7, 1865.

Grayson, Thos. Burley, Leeds, Tailor. April 3.
Chrichton, Jas, Threadneedle-st, Comm Agent. April 6.